

CITY COUNCIL MEETING

CITY OF DAVENPORT, IOWA

Wednesday, June 11, 2025; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the City Council Meeting minutes for May 28, 2025.

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report on Committee of the Whole for June 4, 2025.

VIII. Appointments, Proclamations, Etc.

A. Proclamations

1. United States Army Day | June 14, 2025

2. Juneteenth | June 19, 2025

IX. Presentations

1. Firefighter Swearing-In Ceremony

-Brian Taylor

-Gavin Hills

-Nathan Cruchelow

-Hunter Connolly

-Colton Garcia

-Kyle McAvoy

-Tyler Claeys

-Edward Holtkamp

-Cole Downing

X. Petitions and Communications from Council Members and the Mayor

XI. Individual Approval of Items on the Discussion Agenda

1. Resolution approving an extension of the deadline to convey the Annie Wittenmyer property, AW Holdings, LLC, Petitioner. [Ward 5]
2. Resolution approving changes to the Davenport DREAM Project. [Wards 1, 3, 4, 5, & 8]
3. Resolution approving a right-of-way usage permit with Comcast of Illinois/Indiana/Ohio, LLC to allow for the installation, maintenance, and operation of a broadband network to serve commercial clients within the City of Davenport. [All Wards]

XII. Approval of All Items on the Consent Agenda

****NOTE:** These are routine items and will be enacted at the City Council Meeting by one roll call vote without separate discussion unless an item is requested to be removed and considered separately.

1. Third Consideration: Ordinance amending Schedule XI Resident Parking Only of Chapter 10.96 entitled "Schedules" by adding 16th Street along the south side from 140 feet east of Division Street, east 25 feet. [Ward 4]
2. Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events.

City of Davenport; Red, White and Boom!; LeClaire Park | 400 Beiderbecke Drive; 2:00 p.m. - 11:00 p.m. Thursday, July 3, 2025; **Closures: (starting at 2:00 p.m.)** Marquette, Gaines, Ripley, and Harrison Streets south of West River Drive; **(starting at approximately 7:00 p.m.)** Marquette Street, Myrtle Street, Warren Street, Western Avenue, Scott Street, Ripley Street, and Main Street from West River Drive to West 2nd Street. [Ward 3]

Shelby Johnson; 4th of July Celebration; 6300 block of Appomattox Road; 10:00 a.m. - 10:30 p.m. Friday, July 4, 2025; **Closure:** Appomattox Road from West 63rd Street to West 64th Street. [Ward 8]

Kendra Kaufman; Oak Street 4th of July Block Party; 2:00 p.m. - 10:30 p.m. Friday, July 4, 2025; **Closure:** Oak Street from West 43rd Street to West 45th Street. [Ward 2]

Village of East Davenport Business Association; Wine Walk; Village of East Davenport; 12:00 p.m. - 8:00 p.m. Saturday, August 9, 2025 or Saturday, August 16, 2025 (rain date); **Closures:** East 11th Street from Mound Street to Jersey Ridge Road; Christie Street from East 11th Street to south of the alley; Jersey Ridge Road from 11th Street to south of the alley. [Ward 5]

3. Resolution accepting work completed under the Utah Avenue Bridge Over Duck Creek Replacement project by Jim Schroeder Construction, Inc of Bellevue, Iowa in the amount of \$1,486,993.21, CIP #21011. [Wards 1 & 2]
4. Resolution accepting work completed under the Colony Drive (Western Avenue to Ripley Street) Reconstruction project by Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$374,041.26, CIP #35062. [Ward 7]
5. Resolution accepting work completed under the East High Street and Forest Road Storm Sewer Realignment project by Five Cities Construction Company of Coal Valley, Illinois in the amount of \$311,574.32, CIP #33062. [Ward 6]
6. Resolution accepting work completed under the Garfield Park ADA Access Improvements project by Midwest Concrete, Inc of Peosta, Iowa in the amount of \$269,075.77, CIP #64071. [Ward 5]
7. Resolution approving the plans, specifications, form of contract, and estimate of cost for the West 56th Street (Hilldale Road to 2519 West 56th Street) Reconstruction project, CIP #35062. [Ward 2]
8. Resolution approving a cost-share agreement with the United States Army Corp of Engineers (USACE) for Phase II and III of the Comprehensive Watershed Management Plan project in an not to exceed \$202,090, CIP #33055. [All Wards]
9. Resolution approving the purchase of upfitting equipment for ten Police Department vehicles from Keltek Incorporated of Baxter, Iowa in the amount of \$281,468.15 using State of Iowa Department of Administrative Services contract #24088, CIP #24032. [All Wards]
10. Resolution making provision for the issuance of not to exceed \$30,000,000 General Obligation Corporate Bonds, Series 2026. [All Wards]
11. Resolution approving a professional services contract with Vera French Community Mental Health Center in the amount of \$100,000. [Ward 3]
12. Motion approving noise variance requests on the listed dates and times for outdoor events.

Davenport North Little League; End of Season Celebration; Ridgeview Park | 1819 Ridgeview Drive; approximately 15-20 minutes between 8:30 p.m. - 8:45 p.m. Friday, June 20, 2025, or Friday, June 27, 2025 (rain date); Fireworks, over 50 dBA. [Ward 8]

Shelby Johnson; 4th of July Celebration; 6300 block of Appomattox Road; 1:00 p.m. - 10:00 p.m. Friday, July 4, 2025; Outdoor music, over 50 dBA. [Ward 8]

Gloria Haut; Retirement Bash; 4800 block of Armil Place; 6:00 p.m. - 10:00 p.m. Saturday, July 5, 2025; Outdoor music/band, over 50 dBA. [Ward 7]

Village of East Davenport Business Association; Wine Walk; Village of East Davenport; 2:00 p.m. - 6:00 p.m. Saturday, August 9, 2025 or Saturday, August 16, 2025 (rain date); Outdoor music/band, over 50 dBA. [Ward 5]

13. Motion approving beer and liquor license applications.

A. New license, new owner, temporary permit, temporary outdoor area, location transfer, etc. (as noted):

Ward 1

The Gas Spot (Inconvenience, Inc) – 3129 Rockingham Road – New License – License Type: Class E Liquor (Carry-Out)

Ward 3

StompBox Brewing (JPX2ME, LLC) – 210 East River Drive #101 – Extended Outdoor Area June 13-15 – License Type: Class C Liquor (On-Premises)

Ward 4

Sun Mart Liquor and Tobacco (NP, Inc) – 2920 West Locust Street – New License/Owners – License Type: Class E Liquor (Carry-Out)

Ward 5

The Gas Spot (Inconvenience, Inc) – 2242 East 12th Street – New License – License Type: Class B Beer/Wine (Carry-Out)

Village Inn #110042 (VI OPCO, LLC) - 1919 Harrison Street – New License - License Type: Class C Liquor (On-Premises)

Ward 6

Village Inn #110775 (VI OPCO, LLC) - 5239 Elmore Avenue – New License - License Type: Class C Liquor (On-Premises)

B. Annual license renewals (with outdoor area as noted):

Ward 1

Herbs Tap Inc (Herbs Tap, Inc) - 3701 Rockingham Road - License Type: Class C Liquor (On-Premises)

Ward 2

Flying J Travel Center #636 (Pilot Travel Centers, LLC) - 8200 Northwest Boulevard - License Type: Class B Beer/Wine (Carry-Out)

Walgreens #03595 (Walgreen Co) - 1720 West Kimberly Road - License Type: Class E Liquor (Carry-Out)

Ward 3

Duck City Delicatessen & Bistro (Moskowitz Llewellyn Restaurant Systems, Inc) - 115 East 3rd Street - License Type: Class C Liquor (On-Premises)

Ward 4

Walgreens #05239 (Walgreen Co) - 1660 West Locust Street - License Type: Class E Liquor (Carry-Out)

Ward 6

Granite City Food & Brewery (Granite City, Inc) - 5270 Utica Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Rave Davenport 53 & Imax (Cinemark Usa, Inc) - 3601 East 53rd Street - License Type: Special Class C Beer/Wine (On-Premises)

Ward 7

Famous Dave's (Elmore Foods, LLC) - 1110 East Kimberly Road - License Type: Class C Liquor (On-Premises)

Kwik Star #294 (Kwik Trip, Inc) - 1650 West Kimberly Road - License Type: Class B Beer/Wine (Carry-Out)

Walgreens #04041 (Walgreen Co) - 1525 East Kimberly Road - License Type: Class E Liquor (Carry-Out)

14. Motion approving Change Order #2 in the amount of \$82,013.85 to Langman Construction, Inc of Rock Island, Illinois for the 3rd Street Pavement Rehabilitation project, CIP #35055. [Ward 3]
15. Motion awarding a contract for architectural and engineering services for the Rivercenter North and South Hall Lighting Upgrade project to IMEG Corp of Rock Island, Illinois in the amount of \$58,450, CIP #69014. [Ward 5]
16. Motion approving a one-year professional services contract with Center for Active Seniors, Inc (CASI) in the amount of \$75,000. [Ward 7]
17. Motion approving a one-year professional services contract, with the option of three one-year renewals, with Nahant Marsh Education Center. [Ward 1]

XIII. Other Ordinances, Resolutions and Motions

XIV. Public with Business

PLEASE NOTE: At this time individuals may address the City Council on any matters of City business not appearing on this agenda. This is not an opportunity to discuss issues with the Council members or get information. In accordance with Open Meetings law, the Council cannot take action on any complaint or suggestions tonight and cannot respond to any allegations at this time.

Please state your name and ward for the record. There is a three (3) minute time limit. Please end your comments promptly.

XV. Reports of City Officials

XVI. Adjourn

City of Davenport

Department: Administration

Contact Info: Brian Krup | 563-326-6163

Subject:

Approval of the City Council Meeting minutes for May 28, 2025.

Action / Date
6/11/2025

Attachments:

1. 052825 City Council Meeting Minutes

City of Davenport, Iowa
City Council Meeting Minutes
Wednesday, May 28, 2025

The City Council of Davenport, Iowa met in regular session on Wednesday, May 28, 2025 at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street, Davenport, Iowa with Mayor Matson presiding and all Aldermen present (R. Dunn, Kelly, Meginnis, Reinartz, Gripp, Newton, Lynch, T. Dunn, Jobgen, and Burkholder).

I. Moment of Silence

II. Pledge of Allegiance | Led by Alderman T. Dunn

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

APPROVED

Approval of the City Council Meeting minutes for May 14, 2025.

VI. City Administrator Update

VII. Report on Committee of the Whole

APPROVED

Approval of the Report on Committee of the Whole for May 21, 2025.

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, May, 21, 2025 -- The Davenport City Council met in Committee of the Whole at 5:30 p.m. with Mayor Matson presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderwoman Newton. Upon the roll being called, all Aldermen were present except Lynch (R. Dunn, Kelly, Meginnis, Reinartz, Gripp, Newton, T. Dunn, Jobgen, and Burkholder).

The following Public Hearings were held: **Public Works:** 1. on the plans, specifications, form of contract, and estimate of cost for the Ridgeview Drive (Cedar Street to Pacific Street) Reconstruction project, CIP #35061; 2. on the plans, specifications, form of contract, and estimate of cost for the Kimberly Downs Road (East 33rd Street to Bridge Avenue) and Bridge Avenue (Kimberly Downs Road to Frontage Road) Reconstruction project, CIP #35061; and 3. on the plans, specifications, form of contract, and estimate of cost for the Freight House Window and Door Replacement project, CIP #23097.

Action Items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development:** Alderman Gripp reviewed the one item listed. On motion by Alderman Reinartz, second by Alderwoman Burkholder the item moved to the Consent Agenda. **Public Safety:** Alderman Jobgen reviewed all items listed. On motion by Alderman T. Dunn, second by Alderwoman Newton all items moved to the Consent Agenda. **Public Works:** Alderman R. Dunn reviewed all items listed. On motion by Alderman Kelly, second by Alderwoman Meginnis all items moved to the Consent Agenda. **Finance:** Alderwoman Newton reviewed the two items listed. On motion by Alderwoman Burkholder, second by Alderman R. Dunn the two items moved to the Consent Agenda.

Council adjourned at **5:58 p.m.**

VIII. Appointments, Proclamations, Etc.

A. Proclamations

ISSUED 2025-223

1. National Immigrant Heritage Month | June 2025 and World Refugee Day | June 20, 2025
2. LGBTQ+ Pride Month | June 2025

3. National Gun Violence Awareness Day | June 6, 2025

IX. Presentations

HELD

1. 2025 Fire Explorers Recognition
2. DavenportU Citizens Academy Graduation

X. Petitions and Communications from Council Members and the Mayor

XI. Individual Approval of Items on the Discussion Agenda

XII. Approval of All Items on the Consent Agenda

On motion by Alderman Gripp, second my Alderwoman Meginnis and all Aldermen present voting aye, the Consent Agenda was approved as follows.

1. Third Consideration: Ordinance repealing and replacing Chapter 6.04 entitled "Animals" of the Municipal Code of Davenport, Iowa to incorporate recommendations from the joint task force between the Humane Society of Scott County and the City of Davenport and to update language throughout for clarity. [All Wards] **ADOPTED 2025-224**

ORDINANCE NO. **2025-224**

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 6.04 ENTITLED "ANIMALS" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO INCORPORATE RECOMMENDATIONS FROM THE JOINT TASK FORCE BETWEEN THE HUMANE SOCIETY OF SCOTT COUNTY AND THE CITY OF DAVENPORT AND TO UPDATE LANGUAGE THROUGHOUT FOR CLARITY.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. That Chapter 06.04 entitled "Animals" of the Municipal Code of Davenport, Iowa be and the same is hereby repealed in its entirety and replaced as follows:

6.04.010. Definitions.

For the purpose of this chapter, certain terms and words are defined as set forth in this section unless otherwise defined herein.

- A. ADEQUATE FOOD - Means the provision, at suitable intervals as the dietary requirements of the species so require, of a quantity of wholesome foodstuff suitable for the species and age sufficient to maintain a reasonable level of nutrition in each animal. The foodstuff shall be served in a clean receptacle, dish, or container.
- B. ADEQUATE SHELTER - Means a ventilated protective covering which provides sufficient protection from moisture, wind, sun, extreme temperatures, or other adverse weather conditions, which provides adequate space for standing, sitting, lying, and free movement, and which is maintained in a sanitary manner. Adequate shelter may vary by age, species, breed, and physical condition of the animal. Structural minimum of adequate shelter is an enclosure with at least three solid sides, a roof, a solid and dry resting surface, adequate ventilation, and bedding as appropriate for the weather conditions. Metal drums, animal crates or carriers, vehicles, spaces under structures such as decks are not considered adequate shelter.
- C. ADEQUATE WATER - Means reasonable access to a supply of clean, fresh, potable water provided in a sanitary manner and provided at suitable intervals for the species not to exceed 24 hours at any one interval.
- D. ANIMAL - Means a living organism, other than human beings, birds, fish, or invertebrates, domesticated or wild, and distinguished from other living things by structural and functional characteristics such as locomotion.

- E. ANIMAL CONTROL OFFICER - Means any humane officer employed by a humane society under contract with the City, any animal control officer under the jurisdiction of the chief of police, or any other person authorized by the City Administrator to enforce the provisions of this chapter by means of appropriate police powers.
- F. ANIMAL SHELTER - Means a facility which is used to house or contain dogs, cats, or other animals, and which is owned, operated or maintained by the City or operated under contract with the City for the purpose of humane boarding of animals impounded under the provisions of this chapter or any other ordinance.
- G. BOARDING KENNEL - Means a place or establishment other than an animal shelter or pound where dogs, cats, or other animals, not owned by the proprietor, are sheltered, fed and watered in return for consideration.
- H. CAT - Means all members of the feline species regardless of sex.
- I. COMMERCIAL BREEDER - Means a person, engaged in the business of breeding dogs or cats, who sells, exchanges, or leases dogs or cats in return for consideration, or who offers to do so, whether or not the animals are raised, trained, groomed, or boarded by the person. A person who owns or harbors three or less breeding males or females is not a commercial breeder.
- J. COMMERCIAL KENNEL - Means a kennel which performs grooming, boarding, or training services for dogs or cats in return for consideration.
- K. COMMISSION - Means the natural resources commission of the Department of Natural Resources created and established by the Code of Iowa.
- L. COMPANION ANIMAL – A domesticated dog or cat kept for companionship by its caretaker.
- M. DANGEROUS DOG – Means a dog that has:
 - 1. Killed a human being;
 - 2. Taken aggressive action that caused a serious injury as defined in Iowa Code section 702.18 to a human;
 - 3. Killed another domesticated animal, excluding fowl;
 - 4. Twice within a 48-month period attacked, bitten, or otherwise caused an injury to a person engaged in lawful activity; or
 - 5. An animal judicially or administratively determined to be a dangerous animal or similar designation by the City Davenport or another jurisdiction with a substantially similar definition of dangerous animal.

The following circumstances shall be excluded from the definition of a dangerous dog:

- 1. An animal engaged in law enforcement work that is engaged in official law enforcement activities at the time of the attack or bite;
- 2. A security service dog registered with animal control on its designated restricted nonresidential property at the time of the attack or bite;

The following circumstances may be excluded from the definition of a dangerous dog:

- 1. An animal that attacks or bites a person who is engaged in unlawful activity against the person or property of another at the time of the attack or bite;
- 2. An animal that attacks or bites in order to protect a human being, domestic animal, or livestock;
- 3. An animal that was attacked by an animal at large;
- 4. An animal that was deliberately provoked by the person or animal that was harmed;
- 5. An animal that bites in an animal care facility, veterinary office, animal shelter, or other state-licensed animal facility; or
- 6. An animal that kills another domesticated animal owned by the same owner or the incident originated on the property of the attacking or biting dog's owner.

- N. DOG - Means all members of the species *Canis familiaris*.
- O. EUTHANASIA - Means the humane destruction of an animal accomplished by a method that involves instantaneous unconsciousness and immediate death or a method that involves anesthesia, produced by an agent which causes painless loss of consciousness, and death during the loss of consciousness.
- P. FUR-BEARING ANIMALS - Means the following which are declared to be fur-bearing animals for the purpose of regulation and protection under this chapter: beaver, badger, mink, otter, muskrat, raccoon, skunk, opossum, spotted skunk or civet cat, weasel, coyote, bobcat, wolf, groundhog, red fox, gray fox, and any other animals defined as fur-bearing by Iowa Code 481.A.
- Q. HOUSING FACILITIES - Means any room, building or area used to contain a primary enclosure or enclosures.
- R. OWNER - Means any person having a right of property in an animal, or who keeps or harbors an animal, or who has it in his or her care, or who acts as its custodian, or who knowingly permits an animal to remain on or about any premises owned or occupied by him or her for three or more days.
- S. PERSON - Means an individual, partnership, corporation, or association and includes any officer, employee, or agency thereof.
- T. PET SHOP - Means an establishment where any dog, cat, rabbit, rodent, fish other than live bait, bird, or other vertebrate animal is bought, sold, exchanged, or offered for sale.
- U. PRIMARY ENCLOSURE - Means any structure used to immediately restrict an animal to a limited amount of space, such as a room, pen, cage or compartment.
- V. SANITARY CONDITION(S) – Means premises free from accumulated animal waste, offensive odors, overcrowding, insects or rodents due to animal keeping, or health or safety risk to humans or animals.
- W. SECURITY SERVICE DOG - Means any dog trained or used to perform security-related tasks including guarding, protecting, patrolling, rescuing, or defending persons or property, in the custody and control of a handler.
- X. SERVICE ANIMAL – Means a dog or miniature horse that is individually trained to do work or perform tasks for the benefit of a person with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability or as otherwise defined by the Americans with Disabilities Act. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being or companionship do not constitute work or tasks for the purposes of this definition.
- Y. TAKE - Means any pursuing, hunting, killing, trapping, snaring, netting, searching for, shooting at, stalking or lying in wait for, or attempting any for the foregoing, any animal protected by state laws, regulations or rules adopted by the commission or this ordinance.

6.04.020. License required.

- A. Every dog and every cat shall be licensed. Dogs and cats shall be licensed within 30 days of the date they are initially inoculated for rabies and annually within 30 days' time of the date of the current rabies vaccination. No person shall have, harbor, keep or possess any unlicensed dog or cat in violation of this chapter.
- B. Licenses shall be purchased from the animal control, veterinarians practicing in the Quad Cities area, or online with evidence of a current rabies vaccination signed by a licensed veterinarian. Veterinarians who inoculate a dog or cat shall be required to share rabies vaccination documentation with the City of Davenport or its designee on a minimum of a monthly basis. Established fees collected by veterinarians shall be submitted to the county animal control facility in a manner agreed upon by the animal control and the individual veterinarians. Veterinary offices may charge an administration fee not to exceed \$5 per tag.
- C. Licenses are not transferable between animal owners or animals.
- D. Annual license fees shall be set by resolution of the City Council:

1. Neutered/spayed dog or cat (altered)
2. Non-altered dog or cat
3. Dogs governed by 6.04.110 Dangerous Dogs shall as set by resolution 2024-393 and subsequent resolutions.

In lieu of an animal owner obtaining a license annually, the owner may purchase a multi-year license, which may be obtained to cover the period for which the current rabies vaccination is effective (a multiple year license). The fee for a multi-year license shall be calculated by multiplying the applicable annual license fee by the number of years the current rabies vaccination covers.

- E. Residents age 60 or older and residents who are recipients of Social Security Disability Insurance Benefits may license their neutered dogs or cats for an annual fee of \$1.
- F. Upon proof of loss, a duplicate license tag may be obtained upon payment of a replacement fee not to exceed \$5.
- G. A person owning or possessing any dog or cat who moves into the City shall obtain a license for said animal within 30 days of the date the person takes up residency in Davenport.
- H. Notwithstanding the licensing requirements of this chapter, the following animals shall not be required to be licensed while in the City:
 1. Animals whose owner or custodian is a nonresident of the City and who are visiting within the City temporarily. Temporarily means for a period of time 30 days or less within any consecutive twelve-month period.
 2. Animals brought into the City for participation in a show, exhibition, demonstration or exhibit and which remain in the City for a period of 30 consecutive days or less.
- I. The executive director of animal control or an animal control officer may revoke a person's privilege to license and keep a dog or cat within the City. Such revocation shall be for a period as determined by the executive director or animal control officer. Revocation of the privilege to license and keep a dog or cat within the City may be initiated if the owner or custodian of the dog or cat has committed any violations of the provisions of this chapter, except violations for failing to license an animal as required by this chapter shall not be included as violations leading to revocation within any consecutive twelve-month period. A violation shall be shown by a conviction upon a citation or a finding by the Deputy City Clerk or by a non- appealed notice of violation.
- J. An owner or custodian whose privilege has been revoked shall, within 10 days after notice of the revocation, remove from their residence all dogs and cats which the person owns, keeps, harbors or maintains. If the license is revoked, the owner or custodian shall surrender the animal to animal control or permanently remove the animal from the city limits within five calendar days after either the time for appeal has expired or the decision of the Deputy City Clerk has been served on the owner or custodian. If the animal is found in the City after the five-day period, it shall be immediately impounded. Failure to remove a dog or surrender it to animal control may be prosecuted as a municipal infraction violation or simple misdemeanor. An owner whose license has been revoked shall inform animal control in writing upon the animal's removal from the city limits the name, address and telephone number of the animal's new owner, the location where the animal will be kept and the name and description of the animal. In addition, the owner shall notify the new owner in writing of any details concerning any and all complaints concerning the animal, and any terms, conditions or restrictions imposed by animal control as to the animal. The owner shall provide animal control with a copy of the notification provided to the new owner as well as an acknowledgment by the new owner of the receipt thereof.
- K. Upon revocation of a person's privilege to license and keep dogs or cats, no part of the licensee fee shall be refunded.
- L. During the period of revocation, any dog or cat which the person owns, keeps, harbors or maintains at their residence may be immediately confiscated upon its discovery and disposed of by animal control absent clear and convincing proof that the animal or animals belong to a person visiting the resident.

- M. The animal control officer shall provide the owner or custodian of the animal or animals, as shown on animal control records, so confiscated with notice of the confiscation. If the animal or animals are unlicensed or no record exists as to the owner or custodian of an animal, notice of confiscation shall be directed to the address of the residence.
- N. Any person whose privilege to license and keep animals has been revoked, but who owns, keeps, harbors or maintains a dog or cat during the period of the revocation shall have an additional period of up to one year added to the original period of revocation for each violation of the revocation.
- O. The notice of revocation or notice of extension of the revocation period, or notice of confiscation of any animal may be appealed as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If the City demonstrates sufficient evidence in support of its determination the burden shall shift to the appealing party to demonstrate by clear and convincing evidence that he or she has had no role in the care, supervision, possession or control of the animal or that the incident which caused the enforcement action by the City was caused by a third party or event not under the supervision or control of the appealing party. If no timely appeal is filed the notified person shall be deemed to have waived all rights to challenge the action taken by the City.
- P. When permanent ownership of an animal is transferred, the new owner shall, within 14 days from the date ownership is assumed, obtain a license if the animal is required to be licensed pursuant to this chapter.

6.04.030. Display of license.

The license tag obtained pursuant to Section 6.04.020 shall be securely attached to a substantial collar which collar shall be worn by the animal at all times. License tags are not transferable to any other animal. Upon demand, the owner of an animal shall display the City license to an animal control officer or Davenport police officer.

6.04.040. Rabies vaccination and reporting.

- A. All dogs, cats and ferrets shall be inoculated against rabies by a licensed veterinarian upon such animal attaining the age as defined by Iowa Code section 351.33. Rabies vaccinations shall be readministered at least once every three years for dogs and cats and once every year for ferrets or as otherwise recommended by the United States Department of Agriculture.
- B. A person who acquires a dog, cat or ferret that does not have a current rabies vaccination certificate shall have the animal inoculated for rabies within 30 days after the animal was acquired or within 30 days of the animal attaining the age as defined by Iowa Code section 351.33, if the animal was not yet of age when acquired.
- C. The owner or custodian of any animal required to be vaccinated against rabies shall keep a current rabies vaccination tag securely attached to a substantial collar which shall be worn by the animal at all times.
- D. Whenever a veterinarian inoculates an animal for rabies the veterinarian shall complete a rabies vaccination report which shall be forwarded to the City or its designee. The report shall contain the following information:
 - 1. The name, age and sex of the animal;
 - 2. A general description of the animal;
 - 3. The date the current vaccination was given to the animal;
 - 4. The revaccination date;
 - 5. The vaccination tag number assigned to the animal; and
 - 6. The name and address of the animal's owner or custodian.

The veterinarian shall sign the report and all reports shall be sent to animal control within 30 days of the administration of the vaccination.

6.04.050. Report of bites required.

- A. Any person having knowledge of any dog, cat, or ferret bite or scratch which has caused a skin abrasion upon any person or for which the victim required medical attention, which bite or scratch occurred within the City, shall immediately report such fact to animal control or the Davenport Police Department. This section shall not apply if said bite or scratch occurred while the animal was being treated, confined, or housed within a veterinary hospital or clinic and that facility knows such animal is currently inoculated for rabies and has the certification to prove such inoculation. In such cases reporting of the bite or scratch shall be discretionary with the veterinary hospital or clinic.
- B. Any animal that has been involved in biting a person must be quarantined for 10 days from the date of the bite. Such confinement may be at the premises of the owner if deemed appropriate and sufficient safeguards are provided to the discretion of the animal control officer and/ or the Scott County Health Department. If an animal is not quarantined at the owner's premises it shall be confined at the animal shelter or at a licensed veterinary hospital of the owner's choosing. All costs of the quarantine shall be the owner's liability. This section shall not apply to police canines.
- C. The owner of an animal that has been reported as having inflicted a bite on a person shall, on demand, produce the animal for examination and quarantine to an animal control officer or police officer. It is unlawful to fail to or refuse to produce such an animal. Failure to produce an animal demanded shall subject the owner or custodian to arrest if probable cause exists to believe the animal inflicted a bite on a person or other animal.
- D. It is unlawful for any person to remove any animal which has been quarantined pursuant to this chapter from its place of quarantine without the express consent of an animal control officer and/or Scott County Health Department officer.

6.04.055. Livestock and poultry prohibited.

- A. Notwithstanding the provisions of Chapter 6.06 of the Davenport Municipal Code, it shall be unlawful to maintain, keep or harbor any cattle, swine (except Vietnamese or Asian potbellied pigs), sheep, llamas, horses, jacks, goats, guinea fowl, ostriches, poultry (domestic chickens, turkeys, geese, and ducks), or similar domestic animals raised for home use or for profit within the City limits unless the property upon which such animals are maintained, kept or harbored is zoned as agricultural property. This section shall not apply to a bona fide zoological garden, pet shop, educational institute, circus, carnival, or veterinary hospital treating such animals.
- B. It shall be unlawful for any person to ride any animal upon the public or private sidewalks within the City, nor shall any person ride any animal upon a public street or right of way during the hours of sunset to sunrise, except for public parades for which a permit has been issued by the City.
- C. The lawful keeping of livestock, which is otherwise unlawful by reason of the enactment of this chapter, may be continued upon property located within the City provided livestock was maintained thereon prior to the enactment of this chapter, and may be continued until such time as livestock is no longer kept or maintained upon such property. The burden of proving the maintenance of livestock upon a parcel of land within the City proper to the enactment of this chapter shall lie with the person claiming such prior existence. Nothing herein shall be deemed to exempt an owner of livestock within the City limits from the enforcement of nuisance or other laws regarding the keeping of such livestock.

6.04.060. Animal running at large.

- A. It shall be unlawful for the owner or custodian of any dog, cat, or other animal to fail to keep the same from running at large within the City. For the purpose of this chapter an animal shall not be deemed running at large, even if the animal is not restrained, as long as one of the following situations applies:
 - 1. When the animal is restrained either upon the premises of the owner or custodian or upon another's premises with the permission of the owner of that premises, so long as the animal is restrained in such a manner that it cannot enter on the public streets, sidewalks, alleys, other public areas, or property not owned by the owner, custodian, or permittee, unless the animal has been declared dangerous or vicious, in which case the provisions of Section 6.04.110 shall apply.

2. When the animal is confined or restrained upon the premises of the owner or custodian within a secured building, or within a secured pen, enclosure or similar structure which has secured sides, bottom, and top such that the animal cannot escape, or within fencing or similar means secured such that the animal cannot escape and which is fastened by an adequate locking device.
 3. When an animal is enclosed within an automobile or other vehicle of its owner or custodian such that it cannot escape and such that said confinement does not endanger the animal's health or well-being.
 4. When the animal is being walked off the premises of its owner or custodian so long as the animal is on a leash not more than six feet in length and under the control of a person competent to restrain and control the animal.
 5. When the animal is properly housed in a veterinary hospital or registered kennel.
- B. Notwithstanding any provision to the contrary, animals injured on or along public streets or public rights-of-way shall be deemed running at large. The animal control officer or Davenport police officer shall remove all such animals and at his or her discretion take such an animal needing medical attention to a veterinarian or animal shelter. The owner or custodian of such an animal shall be responsible and liable for the expenses of medical treatment and care as well as impoundment fees and any other penalties imposed by this chapter. Dead animals on or along public streets shall be removed by city operations staff.
- C. Every female dog or cat in heat shall be confined in a building or secure enclosure during the period of heat, in such a manner as will prevent the animal from coming into contact with the other animals unless the animal is used in a planned breeding situation. An animal is deemed to be in heat when it is in an estrogous state or ovulating. Nothing in this subsection shall be construed to prohibit exercising the animal provided the animal is restrained on a leash or similar restraint not more than six feet in length and is under the control of a person competent to restrain and control the animal or from transporting such animal within a motor vehicle.
- D. Any dog, cat, or other animal which is found in violation of this section may be impounded. Any such animal impounded may be redeemed by its owner or custodian within three days from the time specified in Section 6.04.140 and upon payment of the applicable redemption fee, current rabies vaccination fee unless current rabies inoculation is proven, the current licensing fees and penalties if the animal is unlicensed, impoundment fees, and the fees, costs and charges for any emergency medical treatment administered to the animal. Redemption fees shall be set by resolution of the City Council:
1. For a first violation
 2. For a second violation
 3. For a third violation
 4. Fourth violation will result in the revocation of the license to keep the animal.
- E. Any violation of this section may result in the immediate apprehension and impoundment of the animal by an animal control officer. After the time specified in Section 6.04.140 animal control may dispose of an unredeemed animal. If an animal control officer is unable to apprehend an animal or impoundment is not feasible, the animal control officer shall provide the owner or custodian of the animal with a notice of violation under the procedures contained in Section 6.04.155.

6.04.070. Mistreatment of animals.

The following acts shall constitute mistreatment of animals, and shall subject the owner or other person to the penalty provisions of state law and the Municipal Code:

- A. Failure to provide the animal access to adequate food, adequate water, and easy access to adequate shelter from the elements;
- B. Beating, tormenting, overloading, overworking, or molesting an animal;
- C. Permitting or encouraging any combat between animals, or between animals and humans, unless the

animal is trained and used by a government agency and accompanied by the appropriate government agency handler;

- D. Abandoning an animal as defined by Iowa Code 717.B;
- E. Exposing any known poisonous material with the intent of allowing or encouraging the material to be eaten by any bird, fowl, domesticated animal, community cat, or livestock;
- F. Failure to maintain sanitary conditions where animals are kept;
- G. Harboring or owning any sick, diseased or injured animal without procuring veterinary care for said animal(s);
- H. Maintaining an animal in such conditions and hygiene that the animal is unable to walk or move normally, conduct routine bodily functions, or stay clean and free of urine, fecal matter, open wounds, disease, and parasites;
- I. Leaving an animal in a vehicle, on a vehicle, tethered or confined for a length of time that could result in danger to or death of an animal. If the City of Davenport or designee determines that such animal is in immediate danger, the City of Davenport or designee may remove the animal by whatever means necessary without liability, for the purpose of taking the animal into protective custody pursuant to Iowa Code 717.B.5 Rescue of Threatened Animals;
- J. Intentionally injuring, maiming, disfiguring, mutilating, or destroying an animal by any means that causes pain or suffering;
- K. Cropping or docking of an animal's ears or tail, except by a licensed veterinarian, under anesthesia, and following accepted pain management practice;
- L. Chaining, tethering, penning, or otherwise restraining or confining an animal outdoors for more than 15 minutes without access to adequate food, adequate water, adequate shelter, and adequate protection from the elements.

6.04.075. Disposition of Mistreated Animals.

Impoundment procedures of threatened or mistreated animals:

- A. A law enforcement officer or animal control officer, after consulting with a veterinarian licensed by the State, may rescue a threatened animal as provided in this section. The officer may enter onto private property to rescue a threatened animal if the officer obtains a search warrant issued by a court or enters onto the premises in a manner consistent with the laws of the State of Iowa and the United States, including Article 1, Section 8 of the Constitution of the State of Iowa and the Fourth Amendment to the Constitution of the United States;
- B. If an animal is rescued pursuant to this section, the City shall provide for the maintenance of the threatened animal at a licensed shelter or through a contract with an animal care provider. The City or designee shall post a notice in a conspicuous place at the location where the animal was rescued. The notice shall state that the animal has been rescued by the City pursuant to this section and Iowa Code 717B.5 as amended;
- C. The animal shall be subject to disposition as required by a court pursuant to Iowa Code 717B.4, as amended;
- D. The disposition of a threatened animal rescued by the City shall occur as provided in Iowa Code 717B.4, as amended.

6.04.080. Removal of excrement.

- A. An owner or custodian of any animal shall keep all structures, pens, coops, or yards wherein an animal is confined clean and free from excrement and the odor arising from excrement. Such area shall also be clean and free of vermin and any thing that is likely to become putrid, offensive, or injurious to health. An area, structure, pen, coop, or yard not maintained in a clean and sanitary condition may be declared a public nuisance.
- B. It shall be unlawful for an owner or custodian to permit an animal to discharge excrement upon any public property, common area, common thoroughfare, street, sidewalk, alley, play area, park or private property unless the excrement is immediately picked up and disposed of in an appropriate refuse container. If the owner of private property has given another owner or

custodian permission for their animal to use their private property then this section shall not apply to that particular usage.

- C. Animal excrement shall not be placed in storm sewers or street gutters, but shall be picked up and disposed of in a sanitary manner in an appropriate refuse container.

6.04.090. Number of animals regulated.

- A. It is unlawful for any person to keep or maintain at any one location within the City more than four of the following types of animals, those being dogs, cats, ferrets, and potbellied pigs; and of those four no more than three shall be of the same species. This limitation applies to animals that are more than six months old or animals that are from more than one litter that are more than three months old. This limitation shall not apply to any person provided that person (1) is licensed to operate a kennel, animal shelter, pet shop, boarding kennel, commercial kennel, commercial breeder operation, veterinary hospital, zoological garden, circus, carnival, educational or medical institution, or research facility as defined by state law, and said person is in compliance with the zoning ordinances of the City, or (2) if such animals are kept or maintained upon property zoned as agricultural property within the City, or (3) if said person has applied for and obtained a permit to keep more than four animals from animal control and said person keeps said animals within a residentially zoned district and exception (1), above, does not apply to said person. Upon receipt of an application for a permit as provided by this section and the payment of a \$10 fee, an animal control officer shall inspect the applicant's animal housing facilities and the sanitary condition of the same. If the housing facilities are adequate and kept in a sanitary condition an excess number of animals permit shall be issued.
- B. Indoor pets such as gerbils, hamsters, guinea pigs, mice, birds, fish, snakes and reptiles, and similar animals normally maintained as pets in an enclosure inside of a dwelling are not proscribed by this section unless specifically regulated by other sections.
- C. If a person is found to be keeping more than four animals without the permit required by this section, the excessive number of animals may be immediately removed from the property and impounded. Any such impounded animals shall be held for seven days and if the owner has not either complied with the requirements of this section or petitioned the court for the return of the animals by the end of the seventh day, the animal shelter shall seek to permanently place the animals or euthanize such animals.

6.04.100. Wild, exotic or dangerous animals prohibited.

- A. It shall be unlawful for any person to own, possess, harbor, maintain, sell or traffic in any of the following wild, exotic or dangerous animals.
 - 1. All poisonous snakes and poisonous reptiles; all nonpoisonous snakes greater than 10 feet in length; Gila monsters, alligators, crocodiles and caimans;
 - 2. Gorillas, chimpanzees, orangutans, baboons, and other non-human primate mammals, both arboreal and nonarboreal.
 - 3. Any species of feline not falling within the categories of ordinary domesticated house cats felis catus.
 - 4. Bears or any species;
 - 5. Raccoons, porcupines, skunks, badgers, and other similar fur-bearing animals except ferrets;
 - 6. Foxes, wolves, coyotes, or other species not falling within the category of canis familiaris.
 - 7. Any animal of any species known to be vicious or dangerous, excluding animals covered by 6.04.110.
 - 8. Any animal prohibited under Iowa Code section 717F.
- B. This subsection shall not apply to any bona fide zoological garden, bona fide educational or medical institution, museum, veterinary hospital, wildlife rescue entity or wildlife rehabilitation entity with an appropriate permit from the state, any such animals under the jurisdiction of the commission, game breeders, a circus or carnival licensed by the City, nor shall it apply to a bona fide research

institute or facility using wild, exotic or dangerous animals for scientific research. In addition, this section shall not apply to any primate trained and used to assist a handicapped person.

- C. Any wild, exotic or dangerous animal found within the City in violation of this section is deemed a public nuisance per se. If a wild, exotic or dangerous animal is found to be roaming at large within the City, it may, in the discretion of the police department or animal control officer, be destroyed immediately without prior notice to the owner thereof. The City and its agents shall be under no duty or obligation to capture or otherwise confine the animal.
- D. Any person found to be keeping, sheltering, harboring or maintaining a wild, exotic or dangerous animal in violation of this section is subject to the animals' immediate seizure as contraband. Any animal so seized shall be held for three business days. If the owner has not petitioned the court regarding disposition of the animal and served notice of the pendency of the owner's petition for disposition of the animal on animal control within that time period, animal control may euthanize the animal or permanently place it with an entity which is exempt from the provisions of this section. If necessary, animal control may impound a wild, exotic or dangerous animal at another facility. The animal's owner shall be responsible for all costs and expenses incurred by animal control or the City which arise as a result of the seizure and impoundment of a wild, exotic or dangerous animal. Under no circumstance shall a wild, exotic or dangerous animal be returned to or placed with a nonexempt entity within the City limits. If a wild, exotic or dangerous animal is ever again found to be within the City in violation of this section, it shall be immediately confiscated and disposed of as animal control deems appropriate.
- E. Any person keeping wild, exotic or dangerous animals prior to the enactment of this chapter shall be allowed to keep such animals for the duration of the animal's natural life. Upon the death of a wild, exotic or dangerous animal, the owner of such animal shall not be allowed to replace such animal except as otherwise allowed by this section. The burden of proving the prior ownership of a wild, exotic or dangerous animal prior to the enactment of this chapter lies with the person keeping such wild, exotic or dangerous animal. Nothing herein shall be deemed to exclude the enforcement of nuisance or other laws on the owner of such animals.

6.04.110. Dangerous dogs.

- A. Any person keeping a dog deemed dangerous or vicious prior to June 1, 2025 shall be allowed to keep such animal for the duration of the animal's natural life and shall be excluded from the requirements of this chapter for dangerous dogs if the following conditions are met:
 - The animal has been microchipped and that microchip is registered with animal control;
 - The animal remains licensed under the requirements of this chapter;
 - The animal's owner or custodian posts their property with conspicuous signs warning of the presence of a dog;
 - The animal's owner or custodian maintains continuous residency within the city of Davenport;
 - The animal's owner or custodian complies with any provision deemed necessary by the executive director of animal control in consultation with the City of Davenport Legal Department to ensure public safety; and
 - The animal is not involved in a bite, attack, or dangerous behavior incident as defined by this chapter. Any new incidents involving a grandfathered dog will be evaluated under the criteria of the definition effective June 1, 2025.
- B. The declaration that a dog is dangerous shall be made by an animal control officer. Notification of the declaration and the owner's appeal rights shall be made in accordance with the procedures contained in Section 6.04.155.
- C. No person shall own, keep, harbor, foster, or maintain any dog that has been declared dangerous except as provided herein.
- D. No person shall allow a dangerous dog to be in or upon any premises or vehicle owned, leased, occupied, or controlled by the person, except as provided herein.

- E. No person shall bring any dangerous dog into the City of Davenport without approval of the City Administrator.
- F. No person shall allow a dangerous dog in a City park or off-leash dog area.
- G. Upon receiving a complaint or having reasonable suspicion that a dangerous dog is being kept, sheltered, or harbored within the city, animal control or the City of Davenport may initiate an investigation. If, after investigation, animal control or the City of Davenport determines that a dangerous dog is indeed being kept, sheltered, or harbored within the city by any person, the City of Davenport, or its designee, shall declare the animal a dangerous dog. The owner or caretaker of the dog shall then be ordered to either humanely euthanize the animal or have it microchipped and rehomed outside the city limits within fourteen calendar days from the date of service of the order. Until the dog is euthanized or rehomed, it must be securely confined or leashed under the direct control of a person 18 years of age or older.
- H. Notice of the declaration that a dog has been deemed dangerous shall be promptly served in person to the owner, if known. If personal service cannot be completed within the city limits, the notice may be sent by certified mail. The notice shall include:
- Description of the animal;
 - Declaration that the animal has been deemed dangerous;
 - The basis for the declaration;
 - An order requiring the owner to humanely euthanize the dog or have the dog microchipped and rehomed outside the city limits within fourteen days of the service of the notice;
 - A warning that the dog will be subject to seizure if it is not rehomed or humanely euthanized within the required timeframe; and
 - Information on the right to appeal, stating the owner may file a written notice of appeal with the Legal Department within fourteen days from the date of service.
- I. If the owner is ordered to humanely euthanize the dog or have it microchipped and rehomed outside the city limits, the owner must comply within the required timeframe of the notice of the declaration. If the owner fails to do so, the City of Davenport or its designee is authorized to seize and impound the animal. Additionally, the animal may be seized at any time if it is not securely confined or leashed under the direct control of a person 18 years of age or older. An impounded animal shall be held for fourteen days or, if an appeal is filed, until seven days after the final decision of the appeal. If the appeal results in a reversal of the dangerous declaration, the animal shall be immediately released to the owner or their representative. However, if the declaration remains in effect and the owner does not seek a review by the district court, the City of Davenport or its designee shall proceed with the disposition of the animal in accordance with the policies of the organization providing shelter services.
- J. Orders and declarations concerning dangerous dogs issued by the City of Davenport or its designee may be appealed through the administrative appeal procedure set forth in Section 6.04.165 of this Code.
- K. Any dog alleged to be dangerous and held under impoundment or quarantine shall not be released to the owner but shall remain confined at the owner's expense until the outcome of the hearing is determined. If the dog is deemed dangerous, all costs associated with its impoundment or quarantine shall be the responsibility of the owner. If the Animal Hearing Commission after a full and complete hearing determines the animal should not be deemed dangerous, all costs of the impoundment and/or quarantine will be the responsibility of the City of Davenport.
- L. Failure to comply with an order issued by the City of Davenport or its designee under this section whether not appeal or upheld on appeal shall constitute a misdemeanor offense. A violation of any of the provisions of this section may be charged as a simple misdemeanor offense. Additionally, any animal control or police officer shall have the right to seize and impound the animal if any of the conditions and specifications established by this section are not being met.

6.04.115. Security service dogs.

- A. No person shall engage in the business of providing security service dog service in the City or to act as a handler, unless said person has obtained a license as required by this section prior thereto.
- B. No person shall own or have the care or custody of a security service dog unless the person has secured a working service dog license, tag and identification number from the City or its agent. The fee for each security service dog license shall be \$10. No security service dog license or tag shall be issued unless said working service dog is currently vaccinated for rabies.
- C. An application for a license to operate, maintain and conduct security service dog service in the City shall be filed, together with an application fee of \$200, with the City or its agent. The application shall state the name, address, type of organization of security service dog service, its method of operation, the names and addresses of its officers, and the names of its employees and include evidence that the applicant is a bona fide security service licensed by any state or federal authority. The application must be accompanied by an insurance certificate or a surety bond underwritten by a corporate surety admitted to do business in the state of Iowa, in a form approved by the City Attorney, in the sum of \$300,000 blanket coverage for the security service dog service. The security dog service and surety shall be jointly and severally liable to any person, firm or corporation for damages suffered by reason of the wrongful acts of the security service dog service. Notice of proposed cancellation of the insurance or bond shall be provided to the City or its agent not less than 30 days in advance of the cancellation date.
- D. Each applicant for a security service dog handler license shall be a natural person and shall pay an annual fee of \$100 and shall be required to carry insurance or a surety bond in the amount of \$100,000 covering the same items as set forth in subsection D above. A security service dog service licensed under subsection D above need not obtain a separate handler license under this subsection.
- E. It shall be unlawful for any person to engage in any business or occupation licensed under this section in the City unless such person holds a valid license pursuant to this section. A violation of this section may be charged as a simple misdemeanor.
- F. Every handler or owner of a security service dog shall see to it that such animal wears a clearly visible tag approved by the City or its agent at all times it is within the City unless the dog is performing a security service which requires not wearing a tag in order to perform the service safely. Such tag shall have stamped thereon "Security Service Dog, Tag No., City of Davenport," and the year the tag was issued for. Lost or stolen tags shall be immediately reported to the City or its agent and shall be replaced by the City or its agent at the cost provided for other tags as stated in this chapter.
- G. Any security service dog service or handler that sells or otherwise transfers ownership of any security service dog shall, not less than 10 days after the transfer, file a report with the City or its agent containing the name and address of the person to whom such dog was transferred, a description and identification tag number of the dog, and any other information the City or its agent deems necessary.
- H. Any person whose security service dog is lost or stolen or whose dog has died shall, within 24 hours of the loss or theft, or within 10 days of the death, file a report with the City or its agent containing a description and identification tag number of the dog, and any other information the City or its agent deems necessary.
- I. A security service dog, properly registered as required by this section, in the custody and control of a licensed security service dog service or handler, shall not be declared to be a dangerous or vicious dog, provided that at the time of attack said dog was under the direct supervision of a security service dog service or licensed handler.

6.04.120. Damage to property.

No person shall allow or permit their animal to damage, injure, or destroy any shrubbery, plants, flowers, grass, fence, or anything whatsoever upon public or private property without prior permission from the property owner or authorized person.

6.04.130. Barking dogs regulations.

It shall be unlawful to keep or harbor any dog which, by frequent, regular, habitual, or continued barking, yelping, or howling shall cause serious annoyance to the surrounding neighborhood. Such action is a violation of this chapter and is also hereby declared a public nuisance. The animal control officer or a Davenport police officer shall have the authority to use all reasonable means to abate such nuisance, including but not limited to requiring that the owner or custodian make bona fide efforts to quiet the dog and impoundment of the dog if the owner or custodian is absent from the premises. If the dog is impounded, the officer shall attempt to locate and notify the absent owner or custodian by any reasonable means as soon as possible.

6.04.140. Impoundment.

- A. The City may establish and maintain a municipal animal shelter or the City may contract with any nonprofit incorporated society or association which shall provide and maintain an animal shelter for the enforcement of this chapter. It shall be the duty of the persons authorized by the City to operate such animal shelter to supervise and control such facility, to cause the shelter to be kept in a sanitary condition and free from offensive odors, to provide for adequate food, water and shelter, to provide for the collection of animals, to handle the destruction or disposition of animals not redeemed, and to assist in the enforcement and operation of this chapter. The provisions of this chapter shall be enforceable by any animal control officer and by members of the Davenport Police Department.
- B. Impoundment Procedure. Unrestrained animals found running at large, nuisance animals, neglected animals, abandoned animals, and cats or dogs running at large without license tags or rabies vaccination tags shall be taken and impounded in the animal shelter and there confined in a humane manner.

All at large and impounded dogs and cats shall have an electronic identification device, otherwise known as a microchip, placed under the animal's skin after 72 hours in impound, unless waived by the executive director of animal control or their designee for good cause. The microchip identification shall become part of the at large animal's record, and the impoundment fee shall be increased to include the cost of the microchip implantation and registration in the amount set by Animal Control.

- C. Notice. Every dog or cat found without a license, collar, microchip, rabies tag, or similar identification shall be kept for not less than three days after being impounded unless sooner redeemed by the owner in accordance with this article. Dogs with identification shall be kept not less than seven days after being impounded unless sooner redeemed by the owner in accordance with this article.
- D. Claim Fees. A person redeeming an impounded dog or cat shall pay the required redemption fee as stated in Section 6.04.060 for a first, second or third offense and the required boarding fees as provided for by this section. In addition, before an unlawfully unlicensed animal may be redeemed the person redeeming the animal must obtain a license as stated in this chapter. In addition, a person redeeming an animal shall pay any additional fees required under the provisions of this chapter, including any monies expended for the provision of medical treatment provided to the animal.

The boarding fees for other animals shall be set by resolution of the City Council:

- 1. For each dog, cat, ferret or similar animal a per day fee for the animal's care, food, water and shelter.
- 2. For each domestic fowl, chicken, goose, duck or waterfowl a per day fee for the animal's care, food, water and shelter.
- 3. For each horse, mule, jack, cow, bull, steer, ox, swine, sheep, goat or similar animals a per day fee plus actual expenses incurred for the animal's care, food, water and shelter.
- 4. For any animal not specified herein, a per day fee plus actual expenses incurred for the animal's care, food, water and shelter.
- E. No animal need be kept for the period of notification or impoundment if a licensed veterinarian or an animal control officer certifies that the animal is so diseased or injured that it is unduly suffering

or cannot survive. In such cases the animal may be subjected to humane euthanasia.

- F. Unclaimed Animals. Animals not reclaimed or redeemed within the time limitations provided by this chapter shall become the property of the City or animal shelter and shall be placed for adoption in a suitable home or subjected to humane euthanasia. No unclaimed dog or cat shall be released for adoption to a suitable home without being sterilized, or without a written agreement from the adopter, secured by a cash deposit, guaranteeing that such animal will be sterilized.
- G. The refusal to redeem or reclaim any impounded animal shall not relieve the owner of the duty to pay the impoundment fees, boarding fees, veterinarian expenses, or any other costs incurred in the care of the animal. An owner or custodian who refuses to pay such expenses shall be in violation of this chapter and subject to citation for the same.
- H. Neither the City nor the animal shelter, nor their agents and officers enforcing the provisions of this chapter shall be liable for any accident or subsequent disease that may occur in connection with the impoundment of any animal pursuant to this chapter.

6.04.150. Enforcing provisions.

- A. Animal control officers and Davenport police officers are authorized to issue municipal infraction citations or notices of violations for violations of the provisions of this chapter. If provided for by a section of this chapter, a Davenport police officer may enforce a violation of a section as a simple misdemeanor.
- B. It is unlawful for any person to interfere with, hinder, willfully prevent or attempt to prevent any police officer, animal control officer, or person authorized to enforce this chapter by the City Administrator in the enforcement of this chapter.
- C. Inspection Procedures. Whenever it becomes necessary to make an inspection to enforce any of the provisions of or to perform any duty imposed by this chapter or other applicable law, or whenever the animal control officer or other authorized person has reasonable cause to believe that there exists in any building or upon any premises any violation of the provisions of this chapter or other applicable law, the officer is authorized to enter such property at any reasonable time and to inspect the same and perform any duty imposed upon the officer by this chapter or other applicable law. If the property is occupied, the officer shall first present proper credentials to the occupant and request entry, explaining the reasons entry is sought. If the property is unoccupied, the officer shall first make a reasonable effort to locate the owner or other person in control of the property and request entry explaining the reason therefor. If entry is refused, or the owner or person in control of the property cannot be located after due diligence, the officer shall have recourse to every remedy provided by law to secure lawful entry and inspect the property.
- D. Immediate Inspection. Notwithstanding Section 6.04.170 subsection B., if the animal control officer or police officer has reasonable cause to believe that the keeping or the maintenance of any animal is so hazardous, unsafe or dangerous as to require immediate inspection to safeguard the animal or the public health or safety, the officer shall have the right to immediately enter and inspect such property, and may use any reasonable means required to effect such entry and make such investigation, whether the property is occupied or unoccupied. If occupied, the officer shall first present proper identification and demand entry explaining the reasons therefor and the purpose of the inspection.

6.04.155. Notice of violation, confiscation, revocation.

An animal control officer or police officer may send notice of violation to an animal's owner or keeper. A notice of violation initiates administrative sanction procedures for violations of this chapter, revocation of a person's privilege to license or keep animals within the City, extension of periods of revocation, confiscation of an animal by the City, or a declaration that an animal is dangerous. A notice of violation shall be sent by certified mail or personally served upon an animal's owner or keeper at the request of a victim of a dog attack as defined in Section 6.04.010(K). The notice of violation may be appealed as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If a timely appeal is not filed the notice of violation shall be conclusively presumed to be true. If no timely appeal is filed the notified person shall be deemed to have waived all rights

to challenge the action taken by the City.

6.04.160. Nuisances.

- A. Any animal which is not confined or kept under restraint as required by this chapter, and any wild, exotic, dangerous animal kept or maintained within the City in violation of this chapter, any animal which barks so frequently, regularly, or habitually that it causes serious annoyance to the surrounding neighborhood, is hereby declared a public nuisance.
- B. Whenever an animal control officer or police officer determines that a nuisance exists, the officer may cause a written notice ordering the abatement of the nuisance to be served upon the owner or custodian. The notice to abate shall contain a description of what constitutes the nuisance, the location of the nuisance, a statement of the act or acts necessary to abate the nuisance, a definite time within which the nuisance shall be abated which time shall be reasonable under the circumstances, and a statement that the City will abate the nuisance if the nuisance is not abated in the manner and within the time stated and no request for a hearing is made within the time stated. Notice to abate shall be served personally upon the owner or custodian by serving the owner or custodian or any person residing at the residence who is at least 18 years old, or by serving the owner or custodian by certified mail return receipt requested. If service is by certified mail, service shall be deemed given when mailed.
- C. Any person ordered to abate a nuisance may request a hearing on the order to abate as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If no timely appeal is filed the nuisance shall be conclusively presumed to exist and the person who was notified to abate it shall be conclusively presumed to be responsible for the existence of the nuisance.
- D. If a person ordered to abate a nuisance neglects or fails to abate the nuisance as directed, the City may abate the nuisance. If an animal is impounded, the owner or custodian of the animal shall be notified of the impoundment as provided in Section 6.04.140. Notwithstanding any other provision of this chapter, the impoundment authority shall keep an impounded animal until such time as the animal control officer who ordered the abatement notifies the impoundment authority that the owner or custodian has complied with the order to abate or has abated the nuisance in some other acceptable manner, in which case, the animal may be released to the owner or custodian upon payment of all the costs, fees and other expenses incurred in the care of the animal have been paid. If the impoundment authority is not notified of the owner's or custodian's compliance within three days after the impoundment, in the case of a previously abated nuisance animal, or from the time specified in a formal order of abatement, the impounded animal may be disposed of in the discretion of animal control.

6.04.165. Animal Hearing Commission

- A. Purpose. The Animal Hearing Commission has the following powers:
 - 1. To hear and rule on appeals related to dangerous animal determinations within the city;
 - 2. To make decisions on whether an animal should be deemed dangerous under the city's animal ordinances; and
 - 3. Authority to assign animal owners to training or other remediation efforts.
- B. Composition. The Commission shall consist of up to eight members, appointed by the City Administrator or designee, with the approval of City Council. Appointments shall be for a period of two years. Each member shall be at least 21 years of age and shall serve without compensation. The Commission shall further consist of at least one of each of the following:
 - 1. A City of Davenport representative or employee not involved in the case, including but not limited to the designated hearing officers under Chapter 2.86;
 - 2. A community member with animal expertise who is not involved in providing animal protection services;
 - 3. A board-certified veterinarian who works with companion animals, a veterinarian technician, a veterinarian's assistant, other veterinary professional, or animal behavior specialist.

Commission members must be available for timely case resolution and may be excused from the commission for lack of attendance. At least three members shall be present at each hearing conducted by the Commission. Any member may be recused if the member perceives a conflict of interest or personal connection involved in any case.

- C. Hearing Procedure. Procedures for initiating an appeal of a dangerous dog declaration are the same as those outlined in Chapter 2.86. The Animal Hearing Commission as a body will serve as the administrative hearing officer for appeals related to dangerous animal determinations. The commissioners shall have all the rights, duties, and responsibilities of an administrative hearing officer under Chapter 2.86 and shall follow and adhere to all of the procedures outline in Chapter 2.86. There will be no fee for a hearing of this type. Requests for external adjudication will not be accepted for hearings related to dangerous animal determinations.

6.04.170. Penalties.

- A. A violation of any provision of this chapter shall constitute a municipal infraction and may be cited and punished accordingly.
- B. If provided for, a section of this chapter may be charged as a simple misdemeanor offense and may be cited and punished accordingly, in lieu of the issuance of a municipal infraction citation, at the officer's discretion.
- C. In addition to a municipal infraction citation or simple misdemeanor citation for violations under this chapter, a notice of violation for the same incident may be issued to invoke the procedures pursuant to Section 6.04.155 of this chapter.
- D. The following scheduled fines are established for municipal infractions:
 - 1. Section 6.04.020 (Licenses) \$20;
 - 2. Section 6.04.030 (Display of tags); Section 6.04.040 (Rabies vaccination); Section 6.04.060 (At large); and Section 6.04.080 (Animal waste): (i) first offense \$30; second offense \$40; third offense \$50; fourth or subsequent offense up to \$200;
 - 3. Section 6.04.110 (Dangerous dog): first offense \$250; second offense \$500; third or subsequent offense \$750.
- E. If no scheduled fine is provided for a violation, then the fine imposed shall not exceed \$500 for a first offense and \$750 for a second or subsequent offense.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective June 1, 2025 after its final passage and publication as by law provided.

Adopted 5/28/2025: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

- 2. Second Consideration: Ordinance amending Schedule XI Resident Parking Only of Chapter 10.96 entitled "Schedules" by adding 16th Street along the south side from 140 feet east of Division Street, east 25 feet. [Ward 4] **MOVED TO THIRD CONSIDERATION**

- 3. Resolution approving a petition for voluntary severance of 0.29 acres of real property located between the southern right-of-way of Forest Grove Drive and 2145 Forest Grove Drive, Lisa M. Schluensen Trust, Petitioner. [Ward 6] **ADOPTED 2025-225**

- 4. Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events. **ADOPTED 2025-226**

Christian Center Church; End of Summer Neighborhood Gathering; 2103 West 3rd Street; 11:00 a.m. - 6:00 p.m. Saturday, August 9, 2025; **Closure:** Oak Street from West 3rd Street south to the alley. [Ward 3]

5. Resolution accepting work completed under the West Locust Street (North Clark Street to North Lincoln Avenue) Rehabilitation project by CDMI Concrete Contractors, Inc of Port Byron, Illinois in the amount of \$883,833.59, CIP #35061. [Ward 4] **ADOPTED 2025-227**

6. Resolution accepting work completed under the 2024 Pedestrian Curb Ramp Retrofit Program by Americore LLC of Muscatine, Iowa in the amount of \$348,375.90, CIP #35063. [All Wards] **ADOPTED 2025-228**

7. Resolution accepting work completed under the State Revolving Fund (SRF) Parks Projects by Miller Trucking & Excavating of Silvis, Illinois in the amount of \$306,737.89, CIP #33041. [All Wards] **ADOPTED 2025-229**

8. Resolution awarding a contract for the West 61st Street (Appomattox Road to Scott Street) Overlay project to Emery Construction Group Inc of Moline, Illinois in the amount of \$880,780.10, CIP #35062. [Ward 8] **ADOPTED 2025-230**

9. Resolution awarding a contract for the Newberry Street (Lincoln Court to North Pine Street) Reconstruction project to N.J. Miller, Inc of Bettendorf, Iowa in the amount of \$440,025.50, CIP #35062. [Ward 3] **ADOPTED 2025-231**

10. Resolution awarding a contract for the Torrey Pines Court Reconstruction project to Emery Construction Group Inc of Moline, Illinois in the amount of \$435,263.50, CIP #35062. [Ward 6] **ADOPTED 2025-232**

11. Resolution awarding a contract for the Dubuque Street (East 29th Street to East 32nd Street) Mill and Overlay project to Taylor Ridge Paving & Construction of Andalusia, Illinois in the amount of \$254,793.89, CIP #35062. [Ward 7] **ADOPTED 2025-233**

12. Resolution awarding a contract for the purchase of road salt for the 2025-2026 winter season, including base purchase and supplemental order, to Compass Minerals America, Inc of Overland Park, Kansas in the amount of \$83.69 per ton for the base purchase and \$99.11 per ton for the supplemental order. [All Wards] **ADOPTED 2025-234**

13. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Ridgeview Drive (Cedar Street to Pacific Street) Reconstruction project, CIP #35061. [Ward 8] **ADOPTED 2025-235**

14. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Kimberly Downs Road (East 33rd Street to Bridge Avenue) and Bridge Avenue (Kimberly Downs Road to Frontage Road) Reconstruction project, CIP #35061. [Ward 7] **ADOPTED 2025-236**

15. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Freight House Window and Door Replacement project, CIP #23097. [Ward 3] **ADOPTED 2025-237**

16. Resolution approving a fare increase for ADA paratransit services from \$1.75 to \$2.00 effective July 1, 2025. [All Wards] **ADOPTED 2025-238**

17. Resolution approving fare increases for JARC services from \$1.00 to \$4.00 effective July 1, 2025, and from \$4.00 to \$6.00 effective July 1, 2026. [All Wards] **ADOPTED 2025-239**

18. Resolution to fix meeting date for hearing on the issuance of not to exceed \$30,000,000 General Obligation Corporate Bonds, Series 2026. [All Wards] **ADOPTED 2025-240**

19. Motion approving noise variance requests on the listed dates and times for outdoor events.

PASSED 2025-241

Common Chord and the City of Davenport; The Big 9 Concert Series; various locations (see attached schedule); 6:00 p.m. - 8:00 p.m. Saturday, May 31, 2025; 6:00 p.m. - 9:00 p.m. Saturday, June 14, 2025; 6:00 p.m. - 8:00 p.m. Saturday, June 28, 2025; 6:00 p.m. - 9:30 p.m. Thursday, July 3, 2025; 7:00 p.m. - 10:00 p.m. Saturday, July 12, 2025; 7:00 p.m. - 8:30 p.m. Thursday, July 17, 2025; and 7:00 p.m. - 10:00 p.m. Saturday, August 9, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

J&M Displays; Rhythm City Casino Anniversary; 7077 Elmore Avenue; approximately 15-20 minutes between 9:00 p.m. and 9:45 p.m. Friday, June 13, 2025; Fireworks, over 50 dBA. [Ward 6]

Christian Center Church; End of Summer Neighborhood Gathering; 2103 West 3rd Street; 11:00 a.m. - 5:00 p.m. Saturday, August 9, 2025; Outdoor music, over 50 dBA. [Ward 3]

20. Motion approving beer and liquor license applications.

PASSED 2025-242

A. New license, new owner, temporary permit, temporary outdoor area, location transfer, etc. (as noted):

Ward 4

Washington Street Mini Mart (Over the Moon) – 1601 Washington Street – New License/Owners – License Type: Class E Liquor (Carry-Out)

Ward 5

Wide River Winery (Wide River Winery, LLC) – 1128 Mound Street – Temporary Event with Outdoor Area August 5-9 – License Type: Special Class C Beer/Wine (On-Premises)

Wide River Winery (Wide River Winery, LLC) – 1128 Mound Street – Temporary Event with Outdoor Area September 19-23 – License Type: Special Class C Beer/Wine (On-Premises)

B. Annual license renewals (with outdoor area as noted):

Ward 1

Emeis Golf Course (City of Davenport) - 4500 West Central Park Avenue – Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 2

Rudy's Tacos (K & J 2024 Inc) - 3502 West Kimberly Road - License Type: Class C Liquor (On-Premises)

Ward 3

Endless Brews (Endless Brews, LLC) - 310 North Main Street - License Type: Special Class C Beer/wine (On-Premises)

Figge Art Museum (Figge Art Museum) - 225 West 2nd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 6

Duck Creek Golf Course (City of Davenport) - 3000 East Locust Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Kobe Sushi And Hibachi, LLC (Kobe Sushi and Hibachi, LLC) - 5242 Elmore Avenue - License Type: Class C Liquor (On-Premises)

Hy-Vee (Hy-Vee, Inc) - 1823 East Kimberly Road - License Type: Class C Liquor (On-Premises)

Portillo's Hot Dogs (Portillo's Hot Dogs, LLC) - 2741 East 53rd Street - License Type: Class B Retail Alcohol License (On-Premises)

Rhythm City Casino (Rhythm City Casino, LLC) - 7077 Elmore Avenue - Outdoor Area - License Type: Class C Liquor (On-Premises)

Sam's Club #8238 (Sam's West, Inc) - 3887 Elmore Avenue - License Type: Class E Liquor (Carry-Out)

Staybridge Suites (Surya Management, LLC) - 4729 Progress Drive - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 7

American Legion Post 26 (Davenport Post #26, The American Legion, Inc) - 702 W 35th Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

CVS Pharmacy #8658 (Iowa CVS Pharmacy, LLC) - 1655 W Kimberly Rd – License Type: Class E Liquor (Carry-Out)

Los Portales Mexican Restaurant 2, Inc (Los Portales Mexican Restaurant 2, Inc) - 1012 East Kimberly Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Olive Garden Italian Restaurant #1144 (GMRI, Inc) - 330 West Kimberly Road - License Type: Class C Liquor (On-Premises)

Ward 8

Red Hawk Golf Course (City of Davenport) - 6364 Northwest Boulevard – Outdoor Area -
License Type: Class C Liquor (On-Premises)

21. Motion accepting work completed under the West 46th Street Culvert Over Cardinal Creek
Guardrail Installation project by Lovewell Fence, Inc of Davenport, Iowa in the amount of
\$56,050, CIP #35061. [Ward 2] **PASSED 2025-243**

XIII. Other Ordinances, Resolutions and Motions

XIV. Public with Business

XV. Reports of City Officials

The following is a summary of revenue received for the month of April 2025:

Property Taxes	\$32,579,164
Other City Taxes	\$2,610,055
Licenses & Permits	\$140,206
Intergovernmental	\$6,158,321
Charges for Services	\$4,086,467
Use of Monies & Property	\$124,540
Fines & Forfeits	\$48,097
Bonds/Loan Proceeds	\$31,500
Miscellaneous	\$666,653

XVI. Adjourn **6:19 p.m.**

Brian J. Krup
Deputy City Clerk

City of Davenport

Department: Administration

Contact Info: Brian Krup | 563-326-6163

Subject:

Approval of the Report on Committee of the Whole for June 4, 2025.

Action / Date
6/11/2025

Attachments:

1. 060425 Committee of the Whole Report

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, June 4, 2025 -- The Davenport City Council met in Committee of the Whole at 5:30 p.m. with Mayor Matson presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderman Jobgen. Upon the roll being called, all Aldermen were present except Lynch (R. Dunn, Kelly, Meginnis, Reinartz, Gripp, Newton, T. Dunn, Jobgen, and Burkholder).

The following Public Hearings were held: **Public Works:** 1. on the plans, specifications, form of contract, and estimate of cost for the West 56th Street (Hillandale Road to 2519 West 56th Street) Reconstruction project, CIP #35062. **Finance:** 1. on the issuance of not to exceed \$30,000,000 General Obligation Corporate Bonds, Series 2026.

Action Items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development:** Alderman Gripp reviewed the two items listed. On motion by Alderman Reinartz, second by Alderman R. Dunn both items moved to the Discussion Agenda. **Public Safety:** Alderman Jobgen reviewed all items listed. On motion by Alderman R. Dunn, seconded by Alderwoman Meginnis, the license type for The Gas Spot at 2242 East 12th Street was amended from Class E Liquor (Carry-Out) to Class B Beer/Wine (Carry-Out), as it was inadvertently placed on the agenda as Class E. On motion by Alderman T. Dunn, second by Alderwoman Meginnis all items moved to the Consent Agenda. **Public Works:** Alderman R. Dunn reviewed all items listed. On motion by Alderman Kelly, second by Alderman Jobgen (Alderman Gripp was not in the Council Chambers for the voice vote) all items moved to the Consent Agenda. **Finance:** Alderwoman Newton reviewed the items listed. On motion by Alderwoman Burkholder, second by Alderwoman Meginnis item #2, Resolution approving a right-of-way usage permit with Comcast of Illinois/Indiana/Ohio, LLC to allow for the installation, maintenance, and operation of a broadband network to serve commercial clients within the City of Davenport, moved to the Discussion Agenda and all other items moved to the Consent Agenda.

Council adjourned at **7:12 p.m.**

City of Davenport

Department: Office of the Mayor
Contact Info: Brian Krup | 563-326-6163

Action / Date
6/11/2025

Subject:
United States Army Day | June 14, 2025

City of Davenport

Department: Office of the Mayor
Contact Info: Brian Krup | 563-326-6163

Action / Date
6/11/2025

Subject:
Juneteenth | June 19, 2025

City of Davenport

Department: Community & Economic Development
Contact Info: Bruce Berger | 563-326-7769

Action / Date
6/11/2025

Subject:

Resolution approving an extension of the deadline to convey the Annie Wittenmyer property, AW Holdings, LLC, Petitioner. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

In January 2024, an agreement to convey a large portion of the Annie Wittenmyer campus was approved. As a reminder, this large collection of primarily historic structures was acquired by the City in the 1970s. The City agreed to convey the property to a local development team with significant experience in rehabilitating historic buildings for re-use as affordable housing. The agreement was contingent upon several items, including securing funding necessary to begin work on at least one of two projects.

In the summer 2024, the State of Iowa awarded Federal Housing Tax Credits for a \$20M Family Housing Project on the campus. This, along with several other funding sources (such as Historic Rehabilitation Tax Credits, Federal HOME funding, etc.), will allow roughly fourteen of the historic buildings to be rehabilitated into roughly 46 housing units.

The agreement between the City and the Developer stipulated that the transfer of the property occur no later than June 30, 2025. Unfortunately, due to delays in the review of the HOME funding, an extension of the transfer deadline of roughly 30 days is needed. In addition, should the timing of HOME funding not allow for the project to move forward, the amendment affords the City the ability to consider filling the HOME loan gap with an alternate source of loan funding.

Adoption of this Resolution will authorize staff to execute an amendment to the agreement and other necessary documents and actions to extend this deadline to assist in the transfer of this property.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman Gripp.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving an extension of the deadline to convey the Annie Wittenmyer property, AW Holdings, LLC, Petitioner.

WHEREAS, in January 2024, the City of Davenport and a local development team signed an agreement to convey a large portion of the Annie Wittenmyer property (located in the 2800 block of Eastern Avenue on the west side of Eastern) on or before June 30, 2025; and

WHEREAS, the agreement outlined several other contingencies which have been met, such as securing the rezoning and the funding for at least one of the affordable housing projects proposed for the site; and

WHEREAS, delays in the review process for one of the federal funding sources will likely in turn delay the legal transfer of the property by approximately 15 days to mid-July; and

WHEREAS, the City desires to convey the property which will result in the substantial rehabilitation of roughly 14 historic buildings on the site and the creation of 43 housing units.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa an extension of the deadline to convey the Annie Wittenmyer property to AW Holdings, LLC, Petitioner, is hereby approved.

Passed and approved this 11th day of June, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Community & Economic Development
Contact Info: Bruce Berger | 563-326-7769

Action / Date
6/11/2025

Subject:

Resolution approving changes to the Davenport DREAM Project. [Wards 1, 3, 4, 5, & 8]

Recommendation:

Adopt the Resolution.

Background:

Launched in 2019 to make a visible neighborhood impact, funding from the DREAM Project has helped over 200 homeowners make exterior improvements in a large area of Davenport's central city. With dollars from the City's Capital Improvement Program (CIP) and the City's Federal Community Development Block Grant (CDBG) Program, over \$4.5M was invested over the first five rounds/years and sixth-round projects are already underway.

From an internal analysis conducted over the winter months, the DREAM Project has had a positive impact, especially in the immediate block or so around individual projects (see attached summary) as measured primarily by changes in assessed value and building/rehab permit activity. One of the key recommendations from the analysis is that, given the anticipated annual investment in the program, focusing on smaller geographic areas may speed the neighborhood revitalization impact.

The primary change recommended is to select two smaller areas for the next couple of years (see attached map). While staff reviewed six potential new areas, the Central City East and Rigdevew East areas reflect the need, align with the Project's mission, and are more manageable in terms of number of houses and square footage. The current DREAM area has nearly 4,700 single-family homes; if approved, switching to the two new areas would lower the number of potential applicants to around 600 houses.

In addition to changing the area, staff is also proposing to no longer pair CDBG funding with the CIP. The underwriting and regulatory requirements of CDBG essentially make participants and staff work with two significantly different programs, causing some delays on the CIP implementation side and confusion for participants. If approved, the DREAM project would only be funded by CIP. Meanwhile, CDBG funds would continue to be allocated to homeowner rehab projects city-wide. Based upon the past few decades of CDBG project activity, staff expects the majority of CDBG-eligible rehab projects will still occur in the central city area.

To help with transitioning to new DREAM Project geographic areas, staff anticipates allowing a longer application period (perhaps 5-6 weeks) and direct neighborhood flyer distribution rather than only relying upon website, media outreach, and community partners. While the removal of the CDBG funding will cause a decrease in the overall number of projects (from approximately 35 annually to 25), the new budget would still allow for 5 new DREAM home buyers during the fiscal year.

Adoption of this Resolution would authorize staff to make these changes in time for the launch of DREAM Round 7 in July/August 2025.

Attachments:

1. Resolution
2. DREAM 2025 - Analysis - Council action item
3. Proposed New DREAM areas

Resolution No. _____

Resolution offered by Alderman Gripp.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving changes to the Davenport DREAM Project.

WHEREAS, in 2019, the City of Davenport launched the Davenport DREAM Project to help revitalize neighborhoods by investing in exterior improvements; and

WHEREAS, in 2024, the City Council asked for an analysis of the impacts and recommendations on changes; and

WHEREAS, the analysis was completed in the spring 2025; and

WHEREAS, reducing the size of the eligible geographic area(s) and simplifying the sources of funding are recommended.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the changes to the Davenport DREAM Project are hereby approved.

Passed and approved this 11th day of June, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



THE CITY OF
DAVENPORT
IOWA | USA

DREAM Project Analysis

March 10, 2025

DREAM Background



- o Launched in 2019
- o Objective: Visible neighborhood impact – exterior improvements
- o Currently use CIP and CDBG funding – no income restriction
- o Orig. \$15k – current: \$20-25k project cap

Owner-occupied – competitively scored

AND

New Homebuyers – up to ten, 1st come, 1st served

Before and After

DAVENPORT
IOWA | USA

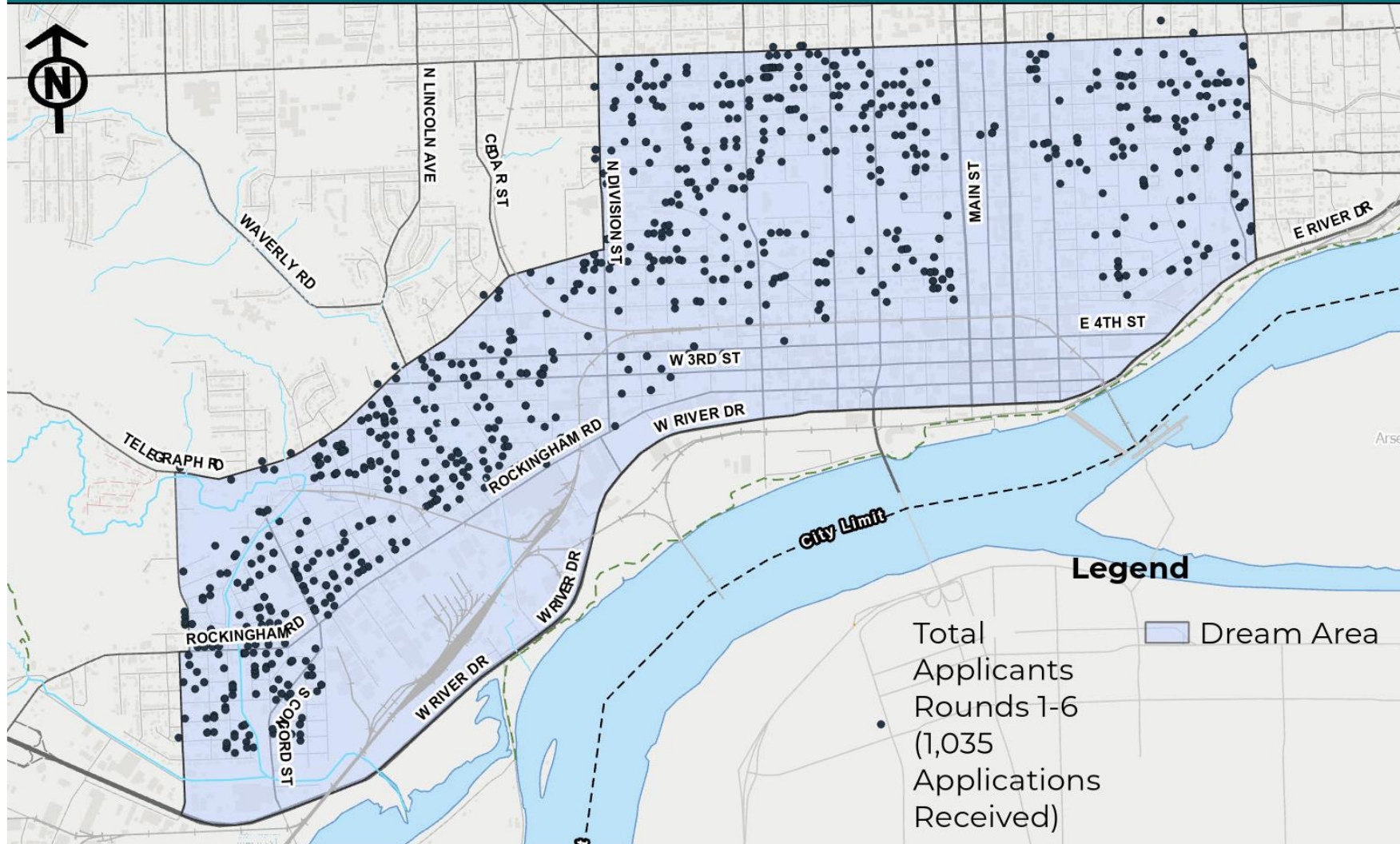


DREAM Rounds 1-6 Applications Received



THE CITY OF
DAVENPORT
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DAVENPORT
IOWA | USA

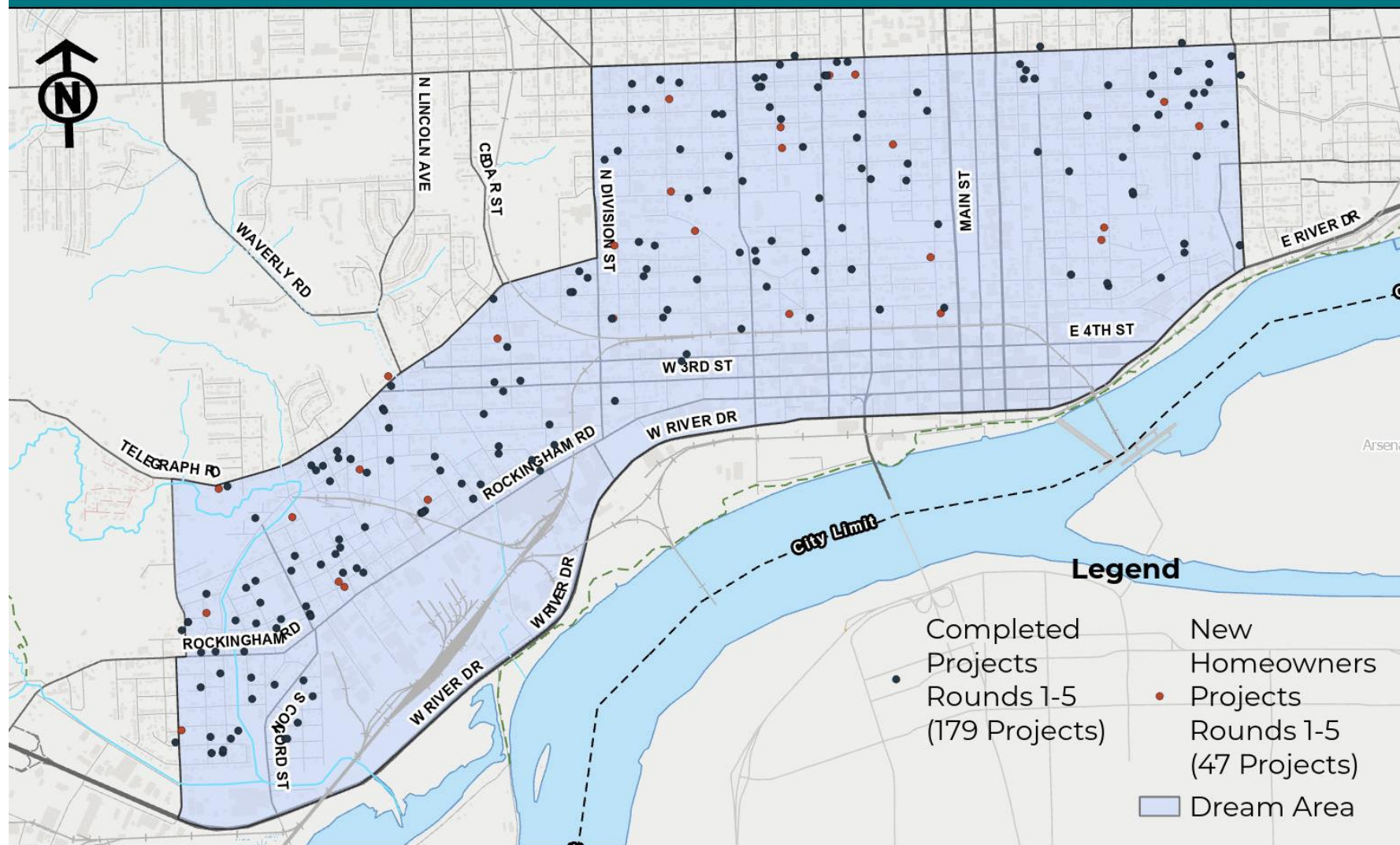


DREAM Rounds 1-5 Completed Projects



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IOWA | USA



DREAM - First 5 Years



\$ 3.0M CIP
\$1.5M CDBG
\$4.5M

179 owner-occupied projects
47 new homebuyer projects
226

Approx. 93% complete

DREAM – Impacts So Far



Analysis

Changes in annual Assessed Value

Annual Building/Rehab Permit activity

Annual DNSD violations

DREAM – Impacts So Far



Geographical Comparison

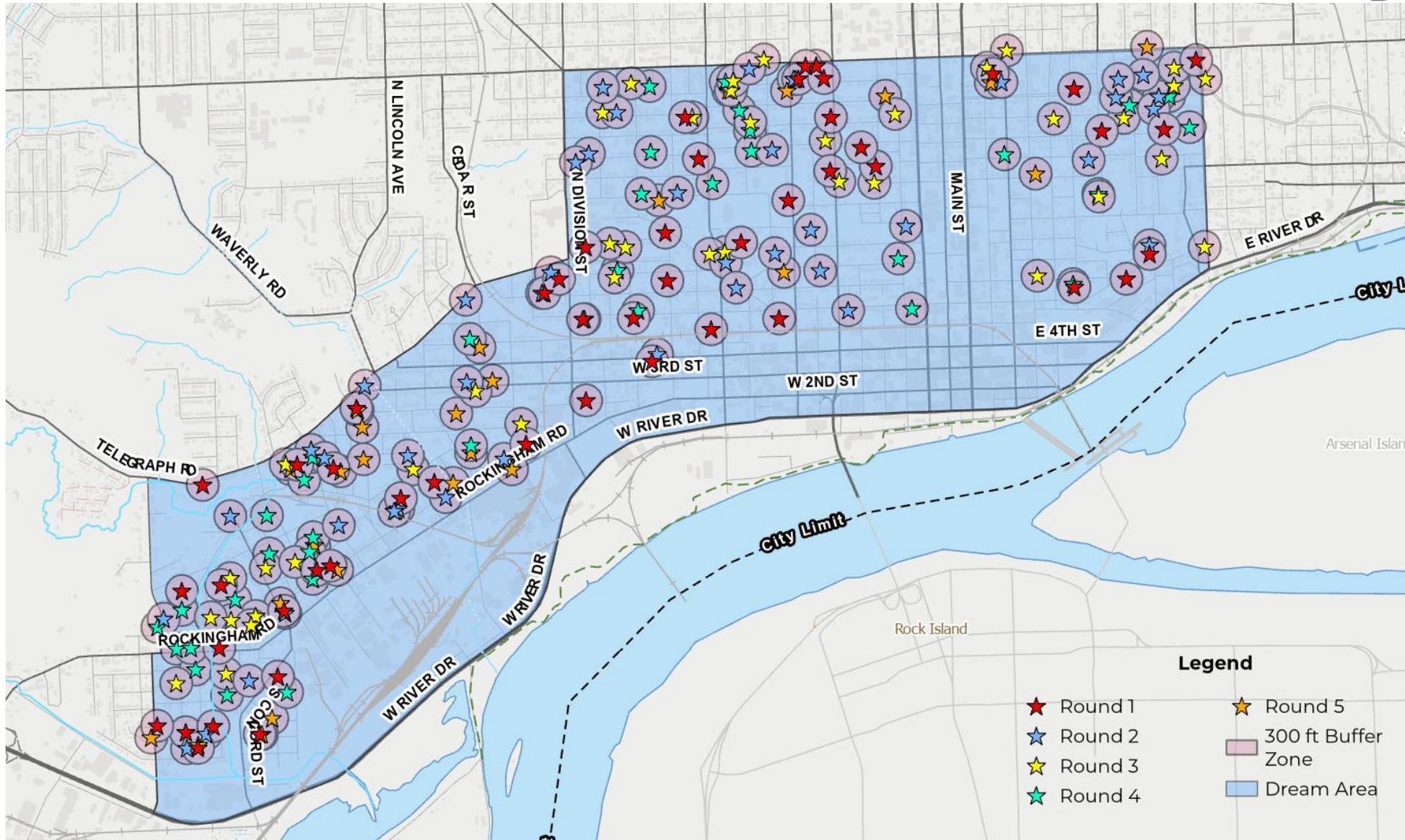
300-foot “buffer” area around each DREAM project

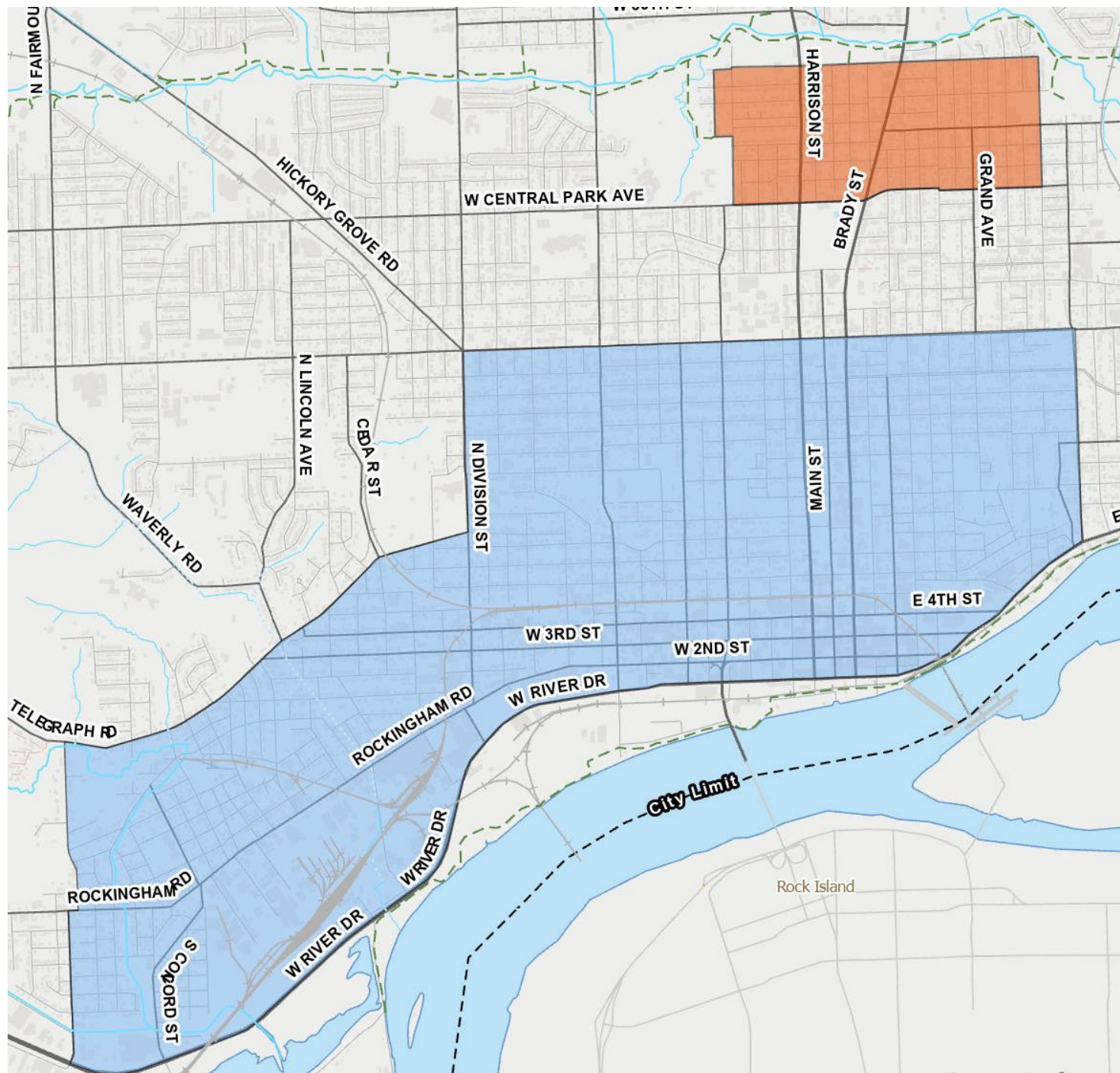
DREAM area (as a whole)

Comparison area (Central City, N of Central Park)

DREAM Buffer Areas

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Comparison Area & DREAM Area

DREAM – Impacts So Far



Assessed Value Analysis

Single Family housing values – 2018-2024

Annual value growth in DREAM Buffer
exceeded comp area by 0-8% (avg 3%)

Multiple variables – difficult to isolate cause/effect

DREAM – Impact So Far

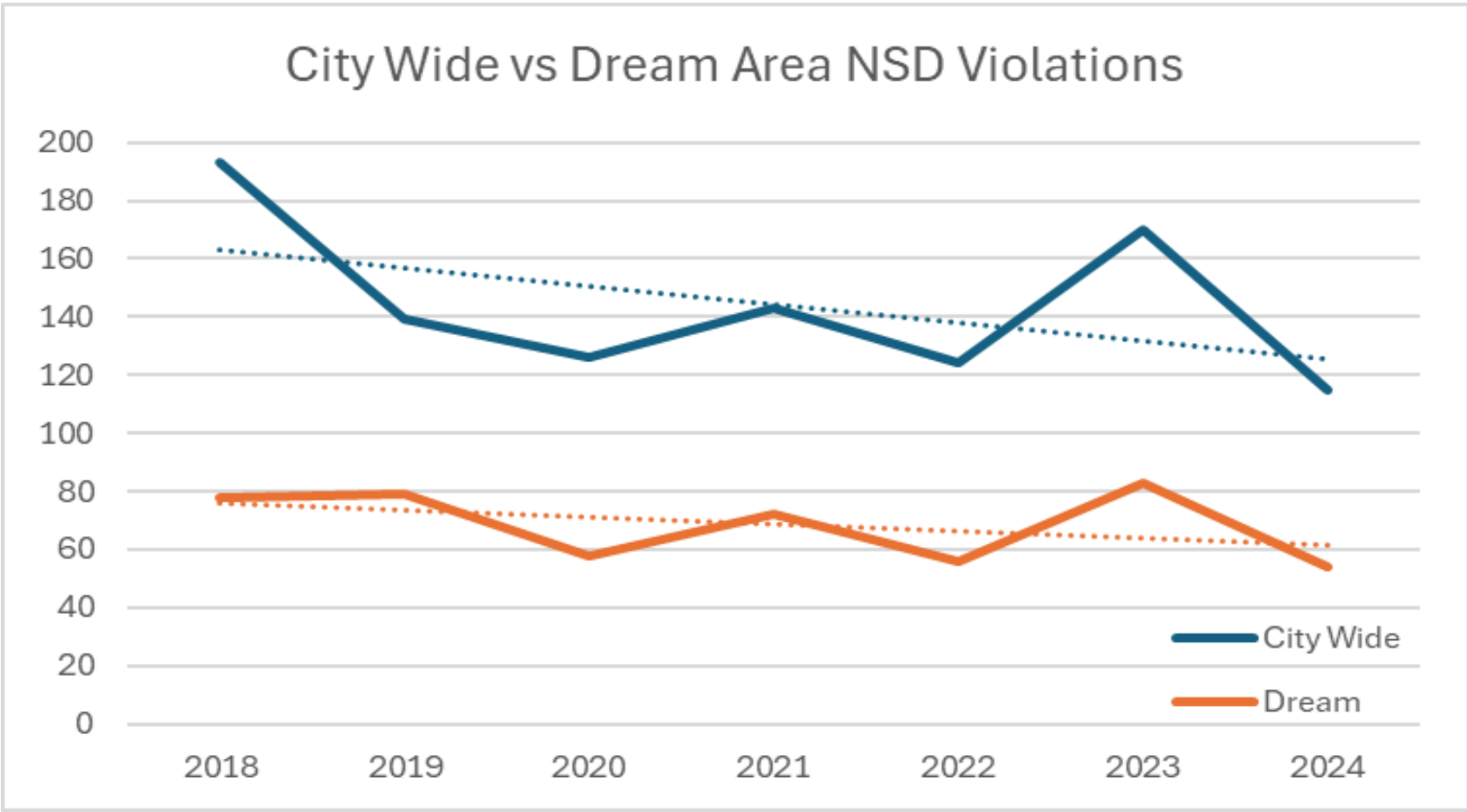
Permit Analysis

- Single Family permits – corresponding to four DREAM rounds
- % = # of permits / # of SF properties in the area specified

	<u>Project Buffer</u>	<u>DREAM Area</u>	<u>Comp Area</u>
Rd1	12%	8%	12%
Rd2	12%	6%	6%
Rd3	13%	6%	6%
<u>Rd4</u>	<u>10%</u>	<u>8%</u>	<u>8%</u>
Avg.	12%	7%	8%

DREAM – Impact So Far

DNSTD Violations



DREAM – Impacts So Far



Conclusions

DREAM appears to have made positive impact over five years

But OTHER variables involved

Focusing resources in a smaller area could amplify the impact



Legend

- Ridgeview East
- East
- Past Dream Area

City Limit

Rock Island

Arsenal Island

W 76TH ST

W 53RD ST

W 46TH ST

W 35TH ST

W 29TH ST

W 2ND ST

W 4TH ST

W LOCUST ST

W CENTRAL PARK AVE

W KIMBERLY RD

W FAIRMOUNT ST

W LINCOLN AVE

W MAIN ST

W GAINES ST

W ELM ST

W 12TH ST

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City of Davenport

Department: Administration
Contact Info: Doug Maxeiner | 563-888-3384

Action / Date
6/11/2025

Subject:

Resolution approving a right-of-way usage permit with Comcast of Illinois/Indiana/Ohio, LLC to allow for the installation, maintenance, and operation of a broadband network to serve commercial clients within the City of Davenport. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

Comcast desires to install and operate a broadband network in the City of Davenport to serve commercial clients. This network would be an expansion of services by Comcast into Iowa. Similar to the MetroNet agreement, the City's Right-of-Way Management Regulations apply. This permit does not cover cable television service.

The permit agreement requires a communication plan to provide advance notice to property owners adjacent to the affected right-of-way with prior notification 30, 14 and 3 days prior to construction activity. The permit agreement also addresses restoration of affected property within five days of the conclusion of construction activity. Comcast will be responsible for moving utilities in the right-of-way when deemed necessary by the City.

Attachments:

1. Resolution
2. Right-of-Way Usage Permit AMENDED 061125
3. Right-of-Way Usage Permit

Resolution No. _____

Resolution offered by Alderwoman Newton.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving a right-of-way usage permit with Comcast of Illinois/Indiana/Ohio, LLC to allow for the installation, maintenance, and operation of a broadband network to serve commercial clients within the City of Davenport.

WHEREAS, the City of Davenport ("the City") believes it is in the best interest to have additional broadband services for commercial customers; and

WHEREAS, Comcast of Illinois/Indiana/Ohio, LLC ("Comcast") has the financial and technical ability to construct a broadband network for business customers throughout the City; and

WHEREAS, Comcast will employ individuals in the City to support the network as part of the project; and

WHEREAS, Comcast is willing and able to meet the City's Right-Of-Way Management Regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a right-of-way usage permit with Comcast of Illinois/Indiana/Ohio, LLC to allowq for the installation, maintenance, and operation of a broadband network to serve commercial clients in the City of Davenport is hereby approved.

Passed and approved this 11th day of June, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

RIGHT-OF-WAY USAGE PERMIT
BY AND BETWEEN
THE CITY OF DAVENPORT, IOWA
AND
COMCAST OF ILLINOIS/INDIANA/OHIO, LLC

THIS RIGHT-OF-WAY USAGE PERMIT RESOLUTION (hereinafter, the "Permit") is made between the City of Davenport, Iowa (hereinafter, the "City"), an Iowa municipal corporation and Comcast of Illinois, Indiana, Ohio LLC (hereinafter, "Comcast"), this _____ day of _____, 2025 (the "Effective Date").

Article I — Authorization Hereby Granted

a. Permit Granted. Pursuant to Section 12.20, entitled Right of Way Management Regulations of the Municipal Code of the City of Davenport, as currently in effect and as may be subsequently amended, and Resolution No. 2025-246 approving this permit, the City hereby authorizes and permits Comcast to construct and operate its network system in the Public Ways within the corporate limits of the City, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the network system, and to provide such services over the network system as may be lawfully allowed; provided, however, such service shall not include Cable Television Service as defined in 47 U.S.C., Section 521, *et seq.*

b. Rights-of Way Defined. As used in this Permit, "Public Way(s)" or "Rights-of-Way Way(s)" shall mean, pursuant and in addition to the City's Right of Way Ordinance (Chapter of the Municipal Code of the City of Davenport), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

c. Police Powers. Nothing in this Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and Comcast shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

d. Reservation of Authority. Nothing in this Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

e. Vehicle Safety and Parking. Provided that appropriate vehicle safety markings have been deployed, Comcast's vehicles shall be exempt from parking restrictions of the City while used in the course of installation, repair and maintenance work on the network system. This exemption shall not override applicable traffic laws nor will it allow Comcast's vehicles to obstruct the normal flow of traffic unless there is no other safe and commercially reasonable way to perform the installation, repair, or maintenance.

Article II - Construction and Maintenance of the Network System

a. Compliance with Ordinance. Except as may be otherwise provided in this Permit, Comcast shall comply with all generally applicable provisions of Chapter 12.20, entitled Right of Way Management Regulations of the Municipal Code of the City of Davenport, as may be amended from time to time. Notwithstanding the Article listed above, Comcast shall remain obligated to obtain individual permits for the construction of its network system as required by Section 12.20.130 of the Municipal Code of the City of Davenport.

b. Aerial and Underground Construction. At the time of network system construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Service Area are underground, Comcast shall place its network systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating Comcast's cables and other equipment without technical degradation of the network system's signal quality. In any location within the City where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, Comcast shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aurally or underground. Nothing in this Section shall be construed to require the Comcast to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

c. Construction Communication Plan. Comcast will implement a construction communication plan and will use commercially reasonable efforts to meet the following timelines and standards:

- (1) At least 30 days prior to the commencement of construction in an area, Comcast will send a detailed letter to the addresses in that area advising occupants of upcoming activities.
- (2) At least 14 days prior to the commencement of construction in an area,

Comcast will send a reminder notice to addresses in that area reminding them of upcoming activities.

- (3) At least 3 days prior to the commencement of construction in an area, Comcast will provide a final reminder of the upcoming activities.

Each communication sent to an address will include additional information about how a property owner may submit a damage claim in the event Comcast inadvertently causes damage to their property.

d. Safety Plan. Comcast will maintain a Safety Plan focusing on safe practices during underground network construction. A copy of such plan will be provided to the City upon written request.

e. Restoration. Comcast will use commercially reasonable efforts to restore property within five (5) business days of construction, subject to factors beyond Comcast's reasonable control. Consideration will be given to the amount of restoration needed and Comcast will endeavor to conduct construction in a manner which requires the least amount of restoration. After construction, Comcast will inspect each site for any damage that may have occurred during the construction work. When grass seeding is required, Comcast shall guarantee successful grass establishment. If restoration seeding occurs between the dates of October 15 through March 15 of the year, Comcast shall conduct follow-up inspections to ensure grass establishment. The reinspection shall be completed no later than June 30 following the initial seeding event. Notwithstanding the foregoing, in no event will Comcast be required to repair, replace, or restore any personal property of a property owner that was improperly located in a utility easement.

f. Relocation, Undergrounding and Beautification Projects. In the event the City requires all users of the Public Right-of-Way who operate facilities to relocate such facilities, Comcast shall participate in the planning for relocation of its facilities, if any, contemporaneously with such users. Comcast shall not be required to relocate its facilities unless it has been afforded at least ninety (90) days' notice of the necessity to relocate its facilities. If Comcast does not relocate its facilities within the 60 days' notice, a daily fine may be assessed daily until compliance is achieved. Fines will be in the amount of \$100 for the first day, \$200 for the second day, \$300 for a third day and all subsequent days.

Article III - Insurance and Indemnification

a. Insurance. Within thirty (30) days following the Effective Date of this Permit, and at all times thereafter until such time as Comcast's network system no longer occupies the Public Right-of-Ways in the City, Comcast shall provide the City certificate(s) of insurance, and at its own cost and expense, maintain such insurance as required in accordance with Chapter 12.20.120, entitled Insurance of the Municipal Code of the City of Davenport, as may be amended from time to time.

b. Indemnification. Comcast shall indemnify, defend and hold harmless the

City, its officers, employees, and agents (the “Indemnitees”) from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney’s fees and costs of suit or defense (the “Indemnification Events”), arising in the course of the Comcast constructing and operating its network system within the City. Comcast’s obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur as a result of the authorization granted by this Permit, provided that the claim or action is initiated within the applicable statute of limitations. The City shall give Comcast timely written notice of its obligation to indemnify and defend the City after the City’s receipt of a claim or action pursuant to this Section. For purposes of this Section, the word “timely” shall mean within a time period that does not cause prejudice to the respective positions of Comcast and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

b.1. Comcast shall not indemnify the City for any liabilities, damages, costs or expense resulting from any willful conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Iowa.

b.2. Nothing herein shall be construed to limit the Comcast’s duty to indemnify the City by reference to the limits of insurance coverage described in this Permit.

Article IV - Miscellaneous Provisions

a. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties’ rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:
City of Davenport
226 W 4th Street
Davenport, Iowa 52801
ATTN: City Administration

To Comcast:
Comcast
1701 JFK Parkway
Philadelphia, PA 19103
ATTN: VP, Local Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to

programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

b. Entire Agreement. This Permit embodies the entire understanding and agreement of the City and the Comcast with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. All City Ordinances or parts of Ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Permit are superseded by this Permit Ordinance.

c. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Permit is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Permit is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Permit has been materially altered by the change and of the election to begin negotiations to amend the Permit in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

d. Governing Law. This Permit shall be deemed to be executed in the State of Iowa, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Iowa and/or Federal law, as applicable.

e. Venue. Except as to any matter within the jurisdiction of the federal courts or a federal regulatory agency, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in state court located in Scott County, Iowa. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court located in Davenport, Iowa.

f. No Third-Party Beneficiaries. Nothing in this Permit is intended to confer third- party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Permit.

g. No Waiver of Rights. Nothing in this Permit shall be construed as a waiver of any rights, substantive or procedural, the City or Comcast may have under Federal or state law unless such waiver is expressly stated herein.

h. Validity of Permit. The parties acknowledge and agree in good faith on the

validity of the provisions, terms and conditions of this Permit, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Permit.

IN WITNESS WHEREOF, this Permit has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City of Davenport, Iowa:

For Comcast of Illinois/Indiana/Ohio,
LLC:

By:

By:

Name:

Name:

Its:

Its:

Date:

Date:

RIGHT-OF-WAY USAGE PERMIT
BY AND BETWEEN
THE CITY OF DAVENPORT, IOWA
AND
COMCAST OF ILLINOIS/INDIANA/OHIO, LLC

THIS RIGHT-OF-WAY USAGE PERMIT RESOLUTION (hereinafter, the "Permit") is made between the City of Davenport, Iowa (hereinafter, the "City"), an Iowa municipal corporation and Comcast of Illinois, Indiana, Ohio LLC (hereinafter, "Comcast"), this _____ day of _____, 2025 (the "Effective Date").

Article I — Authorization Hereby Granted

a. Permit Granted. Pursuant to Section 12.20, entitled Right of Way Management Regulations of the Municipal Code of the City of Davenport, as currently in effect and as may be subsequently amended, and Resolution No. _____ approving this permit, the City hereby authorizes and permits Comcast to construct and operate its network system in the Public Ways within the corporate limits of the City, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the network system, and to provide such services over the network system as may be lawfully allowed; provided, however, such service shall not include Cable Television Service as defined in 47 U.S.C., Section 521, *et seq.*

b. Rights-of-Way Defined. As used in this Permit, "Public Way(s)" or "Rights-of-Way Way(s)" shall mean, pursuant and in addition to the City's Right of Way Ordinance (Chapter of the Municipal Code of the City of Davenport), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

c. Police Powers. Nothing in this Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and Comcast shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

d. Reservation of Authority. Nothing in this Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

e. Vehicle Safety and Parking. Provided that appropriate vehicle safety markings have been deployed, Comcast's vehicles shall be exempt from parking restrictions of the City while used in the course of installation, repair and maintenance work on the network system. This exemption shall not override applicable traffic laws nor will it allow Comcast's vehicles to obstruct the normal flow of traffic unless there is no other safe and commercially reasonable way to perform the installation, repair, or maintenance.

Article II - Construction and Maintenance of the Network System

a. Compliance with Ordinance. Except as may be otherwise provided in this Permit, Comcast shall comply with all generally applicable provisions of Chapter 12.20, entitled Right of Way Management Regulations of the Municipal Code of the City of Davenport, as may be amended from time to time. Notwithstanding the Article listed above, above, Comcast shall remain obligated to obtain individual permits for the construction of its network system as required by Section 12.20.130 of the Municipal Code of the City of Davenport.

b. Aerial and Underground Construction. At the time of network system construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Service Area are underground, Comcast shall place its network systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating Comcast's cables and other equipment without technical degradation of the network system's signal quality. In any location within the City where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, Comcast shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aurally or underground. Nothing in this Section shall be construed to require the Comcast to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

c. Construction Communication Plan. Comcast will implement a construction communication plan and will use commercially reasonable efforts to meet the following timelines and standards:

- (1) At least 30 days prior to the commencement of construction in an area, Comcast will send a detailed letter to the addresses in that area advising occupants of upcoming activities.
- (2) At least 14 days prior to the commencement of construction in an area,

Comcast will send a reminder notice to addresses in that area reminding them of upcoming activities.

- (3) At least 3 days prior to the commencement of construction in an area, Comcast will provide a final reminder of the upcoming activities.

Each communication sent to an address will include additional information about how a property owner may submit a damage claim in the event Comcast inadvertently causes damage to their property.

d. Safety Plan. Comcast will maintain a Safety Plan focusing on safe practices during underground network construction. A copy of such plan will be provided to the City upon written request.

e. Restoration. Comcast will use commercially reasonable efforts to restore property within five (5) business days of construction, subject to factors beyond Comcast's reasonable control. Consideration will be given to the amount of restoration needed and Comcast will endeavor to conduct construction in a manner which requires the least amount of restoration. After construction, Comcast will inspect each site for any damage that may have occurred during the construction work. Notwithstanding the foregoing, in no event will Comcast be required to repair, replace, or restore any personal property of a property owner that was improperly located in a utility easement.

f. Relocation, Undergrounding and Beautification Projects. In the event the City requires all users of the Public Right-of-Way who operate facilities to relocate such facilities, Comcast shall participate in the planning for relocation of its facilities, if any, contemporaneously with such users. Comcast shall not be required to relocate its facilities unless it has been afforded at least ninety (90) days' notice of the necessity to relocate its facilities. If Comcast does not relocate its facilities within the 60 days' notice, a daily fine may be assessed daily until compliance is achieved. Fines will be in the amount of \$100 for the first day, \$200 for the second day, \$300 for a third day and all subsequent days.

Article III - Insurance and Indemnification

a. Insurance. Within thirty (30) days following the Effective Date of this Permit, and at all times thereafter until such time as Comcast's network system no longer occupies the Public Right-of-Ways in the City, Comcast shall provide the City certificate(s) of insurance, and at its own cost and expense, maintain such insurance as required in accordance with Chapter 12.20.120, entitled Insurance of the Municipal Code of the City of Davenport, as may be amended from time to time.

b. Indemnification. Comcast shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Comcast constructing and operating its network

system within the City. Comcast's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur as a result of the authorization granted by this Permit, provided that the claim or action is initiated within the applicable statute of limitations. The City shall give Comcast timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of Comcast and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

b.1. Comcast shall not indemnify the City for any liabilities, damages, costs or expense resulting from any willful conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Iowa.

b.2. Nothing herein shall be construed to limit the Comcast's duty to indemnify the City by reference to the limits of insurance coverage described in this Permit.

Article IV - Miscellaneous Provisions

a. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:
City of Davenport
226 W 4th Street
Davenport, Iowa 52801
ATTN: City Administration

To Comcast:
Comcast
1701 JFK Parkway
Philadelphia, PA 19103
ATTN: VP, Local Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

b. Entire Agreement. This Permit embodies the entire understanding and agreement of the City and the Comcast with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. All City Ordinances or parts of Ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Permit are superseded by this Permit Ordinance.

c. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Permit is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Permit is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Permit has been materially altered by the change and of the election to begin negotiations to amend the Permit in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

d. Governing Law. This Permit shall be deemed to be executed in the State of Iowa, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Iowa and/or Federal law, as applicable.

e. Venue. Except as to any matter within the jurisdiction of the federal courts or a federal regulatory agency, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in state court located in Scott County, Iowa. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court located in Davenport, Iowa.

f. No Third-Party Beneficiaries. Nothing in this Permit is intended to confer third- party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Permit.

g. No Waiver of Rights. Nothing in this Permit shall be construed as a waiver of any rights, substantive or procedural, the City or Comcast may have under Federal or state law unless such waiver is expressly stated herein.

h. Validity of Permit. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Permit, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Permit.

IN WITNESS WHEREOF, this Permit has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City of Davenport, Iowa:

For Comcast of Illinois/Indiana/Ohio,
LLC:

By:

By:

Name:

Name:

Its:

Its:

Date:

Date:

City of Davenport

Department: Public Works
Contact Info: Brian Schadt | 563-326-7923

Action / Date
6/11/2025

Subject:

Third Consideration: Ordinance amending Schedule XI Resident Parking Only of Chapter 10.96 entitled "Schedules" by adding 16th Street along the south side from 140 feet east of Division Street, east 25 feet. [Ward 4]

Recommendation:

Adopt the Ordinance.

Background:

The resident at 1645 West 16th Street has no off-street parking. Tenants at nearby rental properties are parking in front of her house forcing her to park much further down the street. She is requesting one space in front of her property. The dwellings on either side of 1645 West 16th Street have off-street parking. A resident only parking space has already been provided for 1603 N Division Street for similar conditions.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE XI RESIDENT PARKING ONLY OF CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY ADDING 16TH STREET ALONG THE SOUTH SIDE FROM 140 FEET EAST OF DIVISION STREET, EAST 25 FEET.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. That Schedule XI Resident Parking Only of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport Iowa, be and the same is hereby amended by adding the following.

16th Street along the south side from 140 feet east of Division Street, east 25 feet

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

Published in *The Quad-City Times* on _____

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Administration
Contact Info: Brian Krup | 563-326-6163

Action / Date
6/11/2025

Subject:

Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events.

City of Davenport; Red, White and Boom!; LeClaire Park | 400 Beiderbecke Drive; 2:00 p.m. - 11:00 p.m. Thursday, July 3, 2025; **Closures: (starting at 2:00 p.m.)** Marquette, Gaines, Ripley, and Harrison Streets south of West River Drive; **(starting at approximately 7:00 p.m.)** Marquette Street, Myrtle Street, Warren Street, Western Avenue, Scott Street, Ripley Street, and Main Street from West River Drive to West 2nd Street. [Ward 3]

Shelby Johnson; 4th of July Celebration; 6300 block of Appomattox Road; 10:00 a.m. - 10:30 p.m. Friday, July 4, 2025; **Closure:** Appomattox Road from West 63rd Street to West 64th Street. [Ward 8]

Kendra Kaufman; Oak Street 4th of July Block Party; 2:00 p.m. - 10:30 p.m. Friday, July 4, 2025; **Closure:** Oak Street from West 43rd Street to West 45th Street. [Ward 2]

Village of East Davenport Business Association; Wine Walk; Village of East Davenport; 12:00 p.m. - 8:00 p.m. Saturday, August 9, 2025 or Saturday, August 16, 2025 (rain date); **Closures:** East 11th Street from Mound Street to Jersey Ridge Road; Christie Street from East 11th Street to south of the alley; Jersey Ridge Road from 11th Street to south of the alley. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

Per the City's Special Events Policy, City Council will approve street, lane, and public ground closure requests based on the recommendation of the Special Events Committee.

Attachments:

1. Resolution
2. Johnson 4th of July Celebration Closure Map
3. Johnson 4th of July Celebration Petition
4. Oak Street 4th of July Block Party Closure Map
5. Oak Street 4th of July Party Street Closure Petition
6. Wine Walk Closure Map
7. Wine Walk Street Closure Petition

Resolution No. _____

Resolution offered by Alderman Jobgen.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving street, lane, or public ground closure requests on the listed dates and times for outdoor events.

*City of Davenport; Red, White and Boom!; LeClaire Park | 400 Beiderbecke Drive; 2:00 p.m. - 11:00 p.m. Thursday, July 3, 2025; **Closures: (starting at 2:00 p.m.)** Marquette, Gaines, Ripley, and Harrison Streets south of West River Drive; **(starting at approximately 7:00 p.m.)** Marquette Street, Myrtle Street, Warren Street, Western Avenue, Scott Street, Ripley Street, and Main Street from West River Drive to West 2nd Street. [Ward 3]*

*Shelby Johnson; 4th of July Celebration; 6300 block of Appomattox Road; 10:00 a.m. - 10:30 p.m. Friday, July 4, 2025; **Closure:** Appomattox Road from West 63rd Street to West 64th Street. [Ward 8]*

*Kendra Kaufman; Oak Street 4th of July Block Party; 2:00 p.m. - 10:30 p.m. Friday, July 4, 2025; **Closure:** Oak Street from West 43rd Street to West 45th Street. [Ward 2]*

*Village of East Davenport Business Association; Wine Walk; Village of East Davenport; 12:00 p.m. - 8:00 p.m. Saturday, August 9, 2025 or Saturday, August 16, 2025 (rain date); **Closures:** East 11th Street from Mound Street to Jersey Ridge Road; Christie Street from East 11th Street to south of the alley; Jersey Ridge Road from 11th Street to south of the alley. [Ward 5]*

WHEREAS, the City, through its Special Events Policy, has accepted the above applications for events on the listed date and time that are requesting street, lane, or public ground closures; and

WHEREAS, upon review of the applications, it has been determined that streets, lanes, or public grounds will need to be closed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the above street, lane, or public ground closure requests are hereby approved, and staff is directed to proceed with the closures.

Passed and approved this 11th day of June, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk





CITY OF DAVENPORT

NOISE VARIANCE PETITION FOR SPECIAL EVENTS

On the 4th day of JULY, 2025, there is proposed an event which will include outdoor music or a band, requested by Shelby Johnson, during the hours of 9A - 11p (10p for city noise) 11p for cleanup

Please note: dates and times on this form must match those entered on the special events application.

***Please sign your name and print address below and indicate whether you are in favor of the noise variance, opposed to the noise variance, or are not concerned (mark one).**

NAME AND ADDRESS

IN FAVOR

OPPOSED

NOT CONCERNED

Shelby Johnson
6317 Appomattox Rd

☒

X Mrs. Adams

☒

6319 Appomattox Rd

X Donald Turner

☒

6324 Appomattox Rd

X VACANT

☒

6322 Appomattox Rd

X Sean Young

☒

6314 Appomattox Rd

X [Signature]

☒

6316 Appomattox Rd

AFS

☒

6400 Appomattox Rd

*If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

*If more space is needed, please use additional sheets.

Shelby Johnson
Signature of Applicant

5/11/2025
Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com



*Road Closed between
W 64th + W 63rd 10A-10P

CITY OF DAVENPORT

NOISE VARIANCE PETITION FOR SPECIAL EVENTS

On the 4th day of July, 2025, there is proposed an event which will include outdoor music or a band, requested by Shelby Johnson, during the hours of 9A-11P.

Please note: dates and times on this form must match those entered on the special events application.

***Please sign your name and print address below and indicate whether you are in favor of the noise variance, opposed to the noise variance, or are not concerned (mark one).**

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
x <u>Ken Marks</u> <u>6308 Appomattox Rd</u>	<u>X</u>	<u> </u>	<u> </u>
x <u>Lara Young</u> <u>6310 Appomattox Rd</u>	<u>X</u>	<u> </u>	<u> </u>
x <u>Josh Sutton</u> <u>6405 Appomattox Rd</u>	<u>X</u>	<u> </u>	<u> </u>
x <u>Unable to Reach</u> <u>738 W 63rd St</u>	<u> </u>	<u> </u>	<u> </u>
x <u>J. Ruby</u> <u>6302 Appomattox Rd</u>	<u>X</u>	<u> </u>	<u> </u>
x <u>Unable to Reach</u> <u>6304 Appomattox Rd</u>	<u> </u>	<u> </u>	<u> </u>

*If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

*If more space is needed, please use additional sheets.

Shelby Johnson
Signature of Applicant

5/11/2025
Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com

x Paul Anderson
735 W 63rd St

X



W 45th St

Oak St

Oak St

Oak St

W 43rd St

Closure



CITY OF DAVENPORT

STREET CLOSURE PETITION FOR SPECIAL EVENTS

On the 4th day of July, 2025 during the hours of 2 pm to 11 pm
there is proposed a street closure, requested by Andrew Kaufman, which will
require the closing of Oak St. between 43rd and
45th.

Please note: dates and times on this form must match those entered on the special events application.

***Please sign your name and print address below and indicate whether you are in favor of the street closure, opposed to the street closure, or not concerned (mark one).**

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED	attempt
<u>Carolyn Schmitt</u> <u>4425 Oak St</u>	<u>X</u>	<u> </u>	<u> </u>	<u>5/20</u>
<u> </u> <u>4423 Oak St</u>	<u> </u>	<u> </u>	<u> </u>	<u>5/20 5/21</u>
<u> </u> <u>4421 Oak St</u>	<u> </u>	<u>X</u>	<u> </u>	
<u> </u> <u>4409 Oak St</u>	<u>✓</u>	<u> </u>	<u> </u>	<u>5/20</u>
<u>Darrell Bloor</u> <u>4321 Oak St</u>	<u>X</u>	<u> </u>	<u> </u>	
<u>Jerry White</u> <u>4315 Oak St</u>	<u>X</u>	<u> </u>	<u> </u>	
<u> </u> <u>4309 Oak St</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Ali Gharan T.</u> <u>4309 Oak St</u>	<u>X</u>	<u> </u>	<u> </u>	
<u>Nelma Rehamey</u> <u>4304 Oak St</u>	<u>X</u>	<u> </u>	<u> </u>	<u>5/20</u>
<u>Paul Krup</u> <u>4310 Oak St</u>	<u>X</u>	<u> </u>	<u> </u>	
<u>Ka Stalter</u> <u>4318 Oak St</u>	<u>X</u>	<u> </u>	<u> </u>	
<u>Mike Mall</u> <u>4326 Oak St</u>	<u>X</u>	<u> </u>	<u> </u>	<u>5/20</u>

* If more space is needed, please use additional sheets.

* If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

Brian Krup
Signature of Applicant

5/22/25
Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com



CITY OF DAVENPORT

STREET CLOSURE PETITION FOR SPECIAL EVENTS

On the 4th day of July, 2025 during the hours of 2pm to 11pm there is proposed a street closure, requested by Italo Fournier, which will require the closing of Oak St between 43rd St. and 45th St.

Please note: dates and times on this form must match those entered on the special events application.

***Please sign your name and print address below and indicate whether you are in favor of the street closure, opposed to the street closure, or not concerned (mark one).**

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
<u>Green Dora 4408 Oak St.</u>	<u>X</u>		
<u>Andy Platt 4414 N Oak St</u>	<u>X</u>		
<u>FORREST Carter 4420 N OAK ST</u>	<u>X</u>		
<u>Duane Eganhouse 4426 N Oak St.</u>	<u>X</u>		
<u>Mindy Platanos 4424 Oak St</u>	<u>X</u>		
<u>M. C. (Mimi) 2535 45th</u>	<u>X</u>		
<u>Samuel Vozquez 2238 W 45th</u>	<u>X</u>		
<u>Josh Galt 1112 50th</u>	<u>X</u>		
<u>Carolyn Hammond</u>	<u>X</u>		
<u>Chris Pelt</u>	<u>X</u>		

Extra Signatures Accidentally Received

* If more space is needed, please use additional sheets.

* If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

1/1/25
Signature of Applicant

5/20/25
Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com

of East Davenport

Closures

The 11th Street
Precinct Bar & Grill
Grill • \$\$

Rudy's Tacos
Mexican • \$\$

Brew

Mound St

Chris

Christie St

Jersey Rid

E 11th St

E 11th St

E 11th St



The Village Theatre

CITY OF DAVENPORT

VILLAGE OF EAST DAVENPORT BUSINESS ASSOCIATION

STREET CLOSING PETITION FOR SPECIAL EVENTS

Master Business & Address List

NAME & ADDRESS

- #1 11th Street Precinct, 1107 Mound Street
- #2 Winddancer Boutique, 2114 East 11th Street
- #3 Grumpy's Village Saloon, 2120 East 11th Street
- #4 McClellan Stockade, 2124 East 11th Street
- #5 Lagomarcino's, 2132 East 11th Street
- #6 Vacant, 2200 East 11th Street
- #7 Vacant, 1105 Christie Street
- #8 Mint Green, 2208 East 11th Street
- #9 Rudy's Cantina, 2214 East 11th Street
- #10 Players, 2218 East 11th Street
- #11 D'Ville, 2228 East 11th Street
- #12 Brew, 1104 Jersey Ridge Road
- #13 Edward Jones, 2107 East 11th Street
- #14 Camp McClellan Cellars, 2302 East 11th Street
- #15 Blevins Brothers Bird Shop, 1108 Jersey Ridge Road
- #16 Freddy's Fritters, 1114 Jersey Ridge Road
- #17 Kaleidoscope Artworks, 2302 East 11th Street
- #18 Freddy's Fritters, 1111 Jersey Ridge Road
- #19 Sunlight Yoga Studio

CITY OF DAVENPORT

STREET CLOSING PETITION FOR SPECIAL EVENTS - WINE WALK

On **August 9th, 2025**, with a rain date of **August 16th, 2025** there is proposed a street closing, requested by **The Village of East Davenport Association**, which will require the closing of **East 11th Street** between **Mound Street and Jersey Ridge Road and Jersey Ridge Road** between **East 11th Street** and **the alley**, during the hours of **2:00 p.m. to 6:00 p.m.**

SIGNATURE	NOT		
	FAVOR	OPPOSED	CONCERNED
#1_____Per email - John Wisor_____	<u> X </u>	_____	_____
#2_____No Response_____	_____	_____	_____
#3_____Per email - Carrie Peterman_____	<u> X </u>	_____	_____
#4_____Per email - Kate Hanstrom_____	<u> X </u>	_____	_____
#5_____Per email - Lisa Ambrose_____	<u> X </u>	_____	_____
#6_____Vacant_____	_____	_____	_____
#7_____Vacant_____	_____	_____	_____
#8_____Per email – Aimee Winslow_____	<u> X </u>	_____	_____
#9_____Per email - Kevin Quijas_____	<u> X </u>	_____	_____
#10_____Per email - Jeff Krager_____	<u> X </u>	_____	_____
#11_____No Response_____	_____	_____	_____
#12_____Per email - Tracy Cameron_____	<u> X </u>	_____	_____
#13_____Per email - Paul Schnell_____	<u> X </u>	_____	_____
#14_____Julie Keehn_____	<u> X </u>	_____	_____
#15_____No Response_____	_____	_____	_____
#16_____Per email - Tami Grady_____	<u> X </u>	_____	_____
#17_____Per email - Matthew Chouteau_____	<u> X </u>	_____	_____
#18_____Per email - Tami Grady _____	<u> X </u>	_____	_____
#19_____Per email - Rebecca Sebastian_____	<u> X </u>	_____	_____

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
6/11/2025

Subject:

Resolution accepting work completed under the Utah Avenue Bridge Over Duck Creek Replacement project by Jim Schroeder Construction, Inc of Bellevue, Iowa in the amount of \$1,486,993.21, CIP #21011. [Wards 1 & 2]

Recommendation:

Adopt the Resolution.

Background:

The purpose of this project was to replace the North Utah Bridge over Duck Creek. The project consisted of removal and disposal of all existing bridge components and was replaced with a new slab bridge meeting modern design requirements. Federal aid reimbursed the City 100% of the eligible construction costs up to \$1,000,000 in total reimbursement.

This project was funded by CIP #21011 | Utah Avenue Bridge at Duck Creek Project.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION accepting work completed under the Utah Avenue Bridge Over Duck Creek Replacement project by Jim Schroeder Construction, Inc of Bellevue, Iowa in the amount of \$1,486,993.21, CIP #21011.

WHEREAS, the City of Davenport entered into a contract with Jim Schroeder Construction, Inc of Bellevue, Iowa for the Utah Avenue Bridge Over Duck Creek Replacement project; and

WHEREAS, work performed under the above-named project has been duly and fully completed by the contractor in accordance with the terms of the contract; and

WHEREAS, the final cost of the contract was \$1,486,993.21.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Utah Avenue Bridge Over Duck Creek Replacement project by Jim Schroeder Construction, Inc of Bellevue, Iowa in the amount of \$1,486,993.21 is hereby accepted.

Passed and approved this 11th day of June, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works

Contact Info: Clay Merritt | 563-326-7734

Action / Date

6/11/2025

Subject:

Resolution accepting work completed under the Colony Drive (Western Avenue to Ripley Street) Reconstruction project by Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$374,041.26, CIP #35062. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

The project reconstructed the pavement on Colony Drive from Western Avenue to Ripley Street. Additional work included ADA upgrades, sidewalk, and driveway approaches.

This project was funded through CIP #35062 | Neighborhood Street Repair Program.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION accepting work completed under the Colony Drive (Western Avenue to Ripley Street) Reconstruction project by Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$374,041.26 CIP #35062.

WHEREAS, the City entered into a contract with Hawkeye Paving Corporation of Davenport, Iowa for the Colony Drive (Western Avenue to Ripley Steet) Reconstruction project; and

WHEREAS, the work of reconstructing the above-named project has been duly and fully completed by the contractor in accordance with the terms of the contract; and

WHEREAS, the final cost of the project was \$374,041.26.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Colony Drive (Western Avenue to Ripley Street) Reconstruction project by Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$374,041.26 is hereby accepted.

Passed and approved this 11th day of June, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
6/11/2025

Subject:

Resolution accepting work completed under the East High Street and Forest Road Storm Sewer Realignment project by Five Cities Construction Company of Coal Valley, Illinois in the amount of \$311,574.32, CIP #33062. [Ward 6]

Recommendation:

Adopt the Resolution.

Background:

The project upgraded the existing storm sewer infrastructure at East High Street and Forest Road. Additional work included reconstruction of the roadway and sidewalks.

The total project cost was \$311,574.32 funded through CIP #33062 | Storm Sewer Improvements.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION accepting work completed under the East High Street and Forest Road Storm Sewer Realignment project by Five Cities Construction Company of Coal Valley, Illinois in the amount of \$311,574.32, CIP #33062.

WHEREAS, the City entered into a contract with Five Cities Construction Company of Coal Valley, Illinois for the East High Street and Forest Road Storm Sewer Realignment project; and

WHEREAS, the work of reconstructing the above-named project has been duly and fully completed by the contractor in accordance with the terms of the contract; and

WHEREAS, the final cost of the project was \$311,574.32.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the East High Street and Forest Road Storm Sewer Realignment project by Five Cities Construction Company of Coal Valley, Illinois in the amount of \$311,574.32 is hereby accepted.

Passed and approved this 11th day of June, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
6/11/2025

Subject:

Resolution accepting work completed under the Garfield Park ADA Access Improvements project by Midwest Concrete, Inc of Peosta, Iowa in the amount of \$269,075.77, CIP #64071. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

This project included accessibility upgrades to the ballfield facilities at Garfield Park to ensure compliance with expanded Federal Americans with Disabilities Act (ADA) guidelines. These expanded guidelines mandate that all competitive athletic fields within the City shall have an accessible route to the playing surface and dugout/team facilities.

As a part of this construction scope, a network of accessible routes were also provided to connect restroom facilities, concession stands, tennis courts, basketball court, picnic shelters, playgrounds, parking areas, and adjacent neighborhoods in order to ensure that these major park amenities are now compliant with federal accessibility guidelines.

The total cost of the project was \$269,075.77 funded in CIP #64071 | Park Amenity ADA Access Upgrades.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION accepting work completed under the Garfield Park ADA Access Improvements project by Midwest Concrete, Inc of Peosta, Iowa in the amount of \$269,075.77, CIP #64071.

WHEREAS, the City entered into a contract with Midwest Concrete, Inc of Peosta, Iowa for the Garfield Park ADA Access Improvements project; and

WHEREAS, the work of constructing the above-named project has been duly and fully completed by the contractor in accordance with the terms of the contract; and

WHEREAS, the final cost of the contract was \$269,075.77.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Garfield Park ADA Access Improvements project by Midwest Concrete, Inc of Peosta, Iowa in the amount of \$269,075.77 is hereby accepted.

Passed and approved this 11th day of June, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
6/11/2025

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the West 56th Street (Hillandale Road to 2519 West 56th Street) Reconstruction project, CIP #35062. [Ward 2]

Recommendation:

Adopt the Resolution.

Background:

This project will reconstruct West 56th Street from Hillandale Road to 2519 West 56th Street. The proposed improvements include, but are not limited to, pavement removal and replacement, driveway approach replacements, subdrain installation, ADA curb ramp construction, utility structure adjustments, and final stabilization.

This project is funded through CIP #35062 | Neighborhood Street Repair Program.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the West 56th Street (Hillandale Road to 2519 West 56th Street) Reconstruction project, CIP #35062.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the for the West 56th Street (Hillandale Road to 2519 West 56th Street) Reconstruction project; and

WHEREAS, notice of Hearing on the plans, specifications, and form of contract was published as required by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the West 56th Street (Hillandale Road to 2519 West 56th Street) Reconstruction project.

Passed and approved this 11th day of June, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Amy Kay | 563-327-5160

Action / Date
6/11/2025

Subject:

Resolution approving a cost-share agreement with the United States Army Corp of Engineers (USACE) for Phase II and III of the Comprehensive Watershed Management Plan project in an not to exceed \$202,090, CIP #33055. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

The United States Army Corps of Engineers (USACE) offers two types of planning assistance through its Planning Assistance to States (PAS) program: technical assistance and comprehensive plans. Assistance under PAS covers all USACE mission areas which include flood risk management, ecosystem restoration, and navigation, as well as water supply and water resilience.

Phase I of the Comprehensive Watershed Management Planning (WMP) project consisted of a data gap analysis and was completed in CY 2021-2022. Phase II will consist of city-wide hydraulic studies, future conditions assessments, investigation into the viability and need of regional detention, and updated cost projections for identified construction or buyout projects. Phase III is the final writing of the WMP.

Funds utilized for the current Water Quality Monitoring Project (approved by City Council on December 11, 2024, action item #2024-546) can be used as City in-kind work towards the Watershed Management Plan.

The following goals were identified during the development of the Watershed Management Plan framework:

1. Incorporate planning measures appropriate for their spatial context within the City.
2. Develop more watershed-wide flood resiliency and consider future conditions.
3. Preserve and maintain existing habitat, restore beneficial functions of natural systems, and enhance stream morphology, wetlands, fisheries/wildlife habitat, and aesthetic amenities.
4. Maintain, protect, and restore surface and ground water quality.
5. Guide the development and enhancement of recreational opportunities.
6. Increase public interest in the functional and ecological wellbeing of the watershed.
7. Incorporate trail plans, transportation plans, green corridors, and similar measures.
8. Identify existing funding sources and explore alternatives for funding.

Attachments:

1. Resolution

2. Agreement

Resolution No. _____

Resolution offered by Alderman R. Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving the cost-share agreement with the United States Army Corp of Engineers (USACE) for Phase II and III of the Comprehensive Watershed Management Plan project in an amount not to exceed \$202,090, CIP #33055.

WHEREAS, the City of Davenport (the "City") is a political subdivision organized and existing under the law and the Constitution of the State of Iowa (the "State"); and

WHEREAS, the Department of the Army is offering a funding agreement to the City of Davenport which will cover 50% of costs of the total \$566,000 related to the development and writing of a Comprehensive Watershed Management Plan; and

WHEREAS, funds utilized for the current Water Quality Monitoring Project can be used as City in-kind work towards the Watershed Management Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the cost-share agreement with the United States Army Corp of Engineers (USACE) for Phase II and III of the Comprehensive Watershed Management Plan project in an amount not to exceed \$202,090 is hereby approved.

Passed and approved this 11th day of June, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF DAVENPORT, IOWA
FOR DEVELOPMENT OF A COMPREHENSIVE PLAN

THIS AGREEMENT is entered into this ____ day of _____, ____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Rock Island District (hereinafter the "District Commander") and the City of Davenport, Iowa (hereinafter the "Non-Federal Sponsor"), represented by the Mayor.

WITNESSETH, THAT:

WHEREAS, Section 22 of the Water Resources Development Act of 1974, as amended (42 U.S.C. 1962d-16) authorizes the Secretary of the Army, acting through the Chief of Engineers, to provide assistance in the preparation of a comprehensive water resources plan (hereinafter the "Plan") to a State, group of States, or non-Federal interest working with a State, and to establish and collect fees for the purpose of recovering 50 percent of the costs of such assistance except that Secretary may accept and expend non-Federal funds provided that are in excess of such fee; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Government shall develop the Plan, in coordination with the Non-Federal Sponsor, in accordance with the attached Scope of Work, and any modifications thereto, that specifies the scope, cost, and schedule for activities and tasks, including the Non-Federal Sponsor's in-kind services. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

2. The Non-Federal Sponsor shall provide 50 percent of the costs for developing the Plan in accordance with the provisions of this paragraph. As of the effective date of this Agreement, the costs of developing the Plan are projected to be \$566,000, with the Government's share of such costs projected to be \$283,000 and the Non-Federal Sponsor's share of such costs projected to be \$283,000, which includes creditable in-kind services projected to be \$161,000 and the amount of funds required to meet its cost share projected to be \$122,000.

a. After considering the estimated amount of credit for in-kind services that will be afforded in accordance with paragraph 4, if any, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the initial fiscal year of development of the Plan, with a fiscal year beginning on October 1st and ending on September 30th of the following year. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government by delivering a check payable to "FAO, USAED, Rock Island District (B5)" to the District Commander or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

b. No later than August 1st prior to each subsequent fiscal year during development of the Plan, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government using one of the payment mechanisms specified in paragraph 2.a. above.

c. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's costs of developing the Plan, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

d. Upon completion or termination of the Plan and resolution of any relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to "FAO, USAED Rock Island District (B5)" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund any remaining unobligated amount. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of costs, including contract claims or any other liability that may become known after the final accounting.

3. In addition to its required cost share, the Non-Federal Sponsor may determine that it is in its best interests to provide additional funds for development of the Plan. Additional funds provided under this paragraph and obligated by the Government are not included in calculating the Non-Federal Sponsor's required cost share and are not eligible for credit or repayment.

4. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

5. The in-kind services include those activities (including services, materials, supplies, or other in-kind services) that are required for development of the Plan and would otherwise have been undertaken by the Government and that are specified in the Scope of Work and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the Scope of Work. The Government shall credit towards the Non-Federal Sponsor's share of costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind services, including associated supervision and administration. Such costs shall be subject to audit in accordance with paragraph 9 to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

a. As in-kind services are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind services shall not exceed the Non-Federal Sponsor's share of costs.

b. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind services are completed and credit is afforded; for the value of in-kind services obtained at no cost to the Non-Federal Sponsor; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

6. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Plan. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

7. Upon 30 calendar days written notice to the other party, either party may elect, without penalty, to suspend or terminate further development of the Plan. Any suspension or termination shall not relieve the parties of liability for any obligation incurred.

8. The parties agree to use their best efforts to resolve any dispute in an informal fashion through consultation and communication. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

9. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

a. The Government may conduct, or arrange for the conduct of, audits of the Plan. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Plan shall not be included in the shared costs of the Plan, but shall be included in calculating the overall Federal cost of the Plan.

b. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

10. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

11. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as shown below. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

If to the Non-Federal Sponsor:

Mayor
City of Davenport
226 West 4th Street
Davenport, IA 52801

If to the Government:

District Engineer
U.S. Army Corps of Engineers, Rock Island
Clock Tower Building
P.O. Box 2004
Rock Island, Illinois 61204-2004

12. To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

13. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF DAVENPORT, IOWA

BY: _____

Aaron M. Williams
Colonel, US Army
Commander & District Engineer

BY: _____

Mike Matson
Mayor
City of Davenport

DATE: _____

DATE: _____

**Section 22 Planning Assistance to States and Tribes
City of Davenport Watershed Management Plan
Development Phase II Scope of Work
26 August 2024**

Background

The City of Davenport, Iowa (City), is located along the Mississippi River on the eastern border of the state and is the largest of the cities that comprise the Quad Cities metropolitan area. Davenport encompasses a total area of 65.08 square miles, of which 62.95 square miles is land and 2.13 square miles is water. The Mississippi River flows from east to west in this area as opposed to its usual north to south flow. From the river, the City starts to slope north up a hill, which is steep at some points. The streets of the City, especially downtown and in the central part of the town, follow a grid design. Figure 1 shows the Study area.

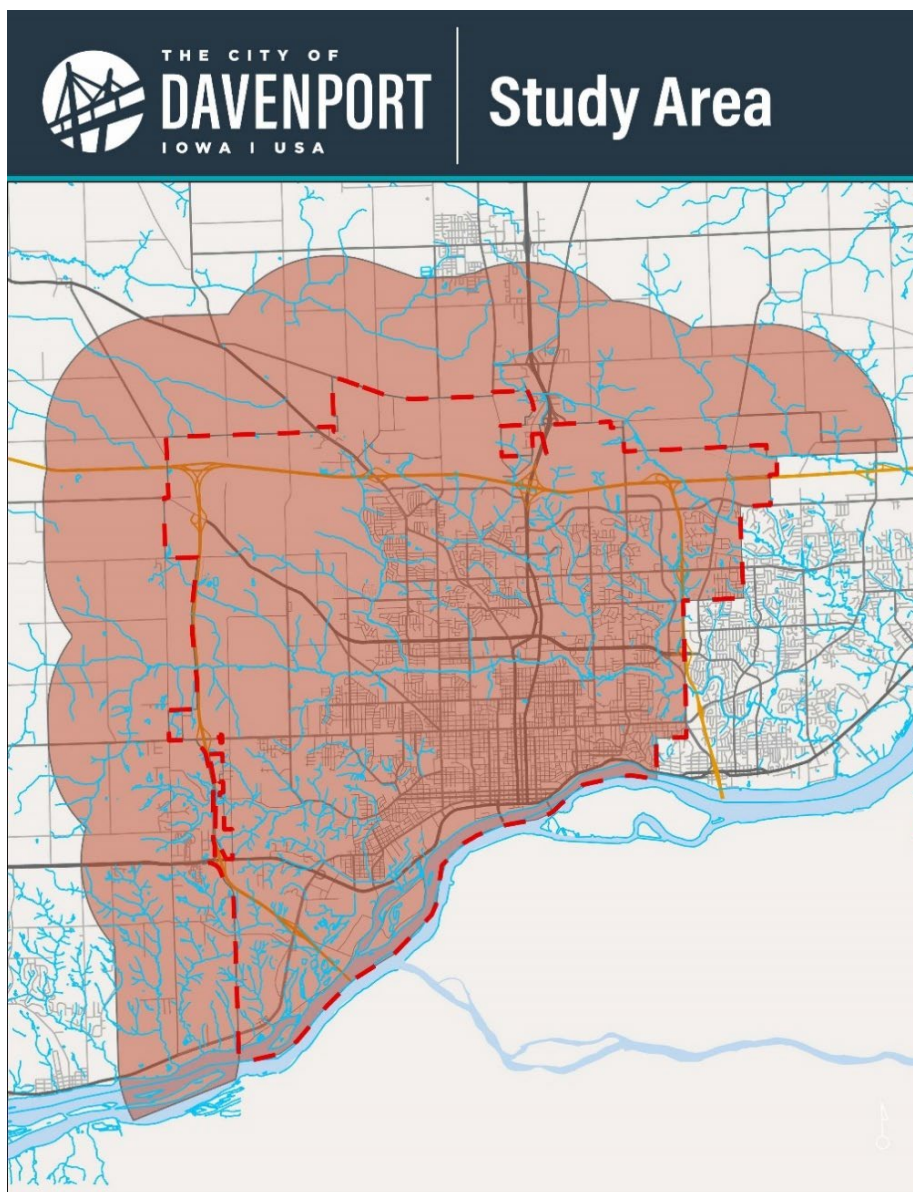


Figure 1. Study Area

The Duck Creek Watershed includes areas of the Cities of Davenport and Bettendorf Scott County, and a number of other public and private landowners. The Duck Creek watershed is the largest watershed within the City of Davenport. The City makes up 24,718 acres (61%) of the watershed. The City of Bettendorf makes up 3,345 acres (8%) of the watershed. Scott County makes up 12,231 acres (31%) of the watershed. Multiple studies, assessments and plans have been completed for the Duck Creek watershed. These reports were reviewed in preparing Phase I of City of Davenport Watershed Management Plan (WMP) Development. Blackhawk Creek and Walnut Creek watersheds also fall into the Davenport City Limits.

The City has requested assistance from the U.S. Army Corps of Engineers (USACE) to facilitate the development of a WMP. This master planning effort will be completed over multiple phases. The Scope of Work associated with this project will address Phase II, hydraulic studies, assessing future conditions analysis and predictions, water quality studies, and economic analysis. At the completion of this process, the City will have the data and plans to enact its WMP.

Project Scope

I. City-Wide Hydraulic Studies

- a. *Hydrologic Models***
 - i. Review of FEMA data and hydraulic modeling projects.
- b. *Hydraulic and Flow Frequency Models***
 - i. Review of FEMA hydraulic modeling products and associated inundation modeling; updated hydraulic modeling products, as needed.

II. Watershed Specific Hydraulic Studies

- a. Blackhawk and Duck Creeks**
 - i. 2D H&H modeling and velocity assessment including but not limited to evaluation of 2-, 5-, 10-, 25-, 50-, 100-, and 500-year storm event flow effects, and comparison of 2011 or predicted future conditions (Duck and Blackhawk Creeks Stream Assessment) with actual current conditions and development of updated projections.
 - ii. Reporting of findings from 2D modeling.
- b. *Goose, Pheasant, and Silver Creek Watersheds***
 - i. Assessment of peak discharges as related to potential reservoirs, especially for Silver and Goose Creek Watersheds, as they are experiencing new development, future sewer extension work, and current/future annexation.
 - ii. Velocity analysis to inform vulnerable reaches and ways to address headcutting and erosion issues.
 - iii. Investigation of feasibility of recommended regional reservoirs and reservoir analysis for Ponds D, I, and K.

III. City-Wide Future Conditions Analysis and Projections

- a. *Assessing Future Conditions through Modeling***
 - i. Collection of GCM precipitation data from Coupled Model Intercomparison Project Phase 5 for the City of Davenport.
 - ii. Numeric modeling of precipitation data from GCMs to determine flow and stage projections; modeling may also include land use changes.
 - iii. Reporting of results, including compilation of output from various GCMs and uncertainty.
 - iv. Status updates and presentation of final results.

- b. Incorporation of Future Land Use Changes*
 - i. Inventory of land use projections from city sources. Processing land use data into format for use in analysis.
 - ii. Numeric modeling of existing and proposed land use.
 - iii. Reporting of Future Land Use Change results.
- IV. Blackhawk and Duck Creeks Modeling for Planning Products (Land Use, Future Weather Conditions, etc.)**
 - a. New Flood Maps*
 - i. Comparison of various past, present, and future conditions.
 - ii. 2D modeling and velocity assessment use.
 - iii. Reporting of new flood maps.
- V. Duck Creek Water Quality Study**
 - a. Quality Assurance Project Plan*
 - b. Duck Creek and Tributaries Weekly Snapshot (March 15 – Nov 15)*
 - i. Flow and bacteria sampling at three sites on Duck Creek, 3 samples per site per event, 5 events every 30 days.
 - ii. Flow and bacteria sampling at three sites on Duck Creek tributaries, 1 sample per site per event, 5 events every 30 days.
 - c. High Flow Event Sampling*
 - i. Flow and bacteria sampling at 30-minute intervals, throughout the rising and falling limbs of the hydrograph for at least 2 events within the recreation season. Sampling to occur at two sites on Duck Creek, with the possibility of two sites on Duck Creek Tributaries.
 - d. Dry Weather Sampling*
 - i. Flow and bacteria sampling at up to 10 stormwater outfalls in Davenport and Bettendorf, 1 sample per outfall. Sampling should occur twice during low flows during the recreation season. To be paired with Weekly Snapshot events in V.b.
 - e. E. coli qPCR Testing*
 - i. To be included in two Weekly Snapshot events during normal flows (V.b), one High Flow Event Sampling (V.c), and one Dry Weather Sampling event (V.d).
 - f. Reporting*
 - i. Documentation of sampling events and methods, and development of a summary report.
- VI. Goose, Pheasant, and Silver Creek Watersheds Economic Analysis**
 - a. Updated costs for 1991 Comprehensive Stormwater Management Plan recommended flood control projects not yet completed by the City.*
- VII. Watershed Management Plan**
 - a. Development of a WMP with the following goals:*
 1. Incorporate planning measures appropriate for their spatial context within the City.
 2. Develop more watershed-wide flood resiliency and assessing future conditions.
 3. Preserve and maintain existing habitat, restore beneficial functions of natural systems, and enhance stream morphology, wetlands, fisheries/wildlife habitat, and aesthetic amenities.
 4. Maintain, protect, and restore surface and ground water quality.

5. Guide the development and enhancement of recreational opportunities.
 6. Increase public interest in the functional and ecological wellbeing of the watershed.
 7. Incorporate trail plans, transportation plans, green corridors, and similar measures.
 8. Identify existing funding sources and explore alternatives for funding.
- b. In addition to the goals above, the PDT is considering the following:**
1. Understand impacts to the watershed by private ownership and opportunities for collaboration through improved land management practices.
 2. Understand and incorporate potential future partnerships, collaboration opportunities, and development considerations.

Deliverables

The following deliverable will be provided as part of the Section 22 Planning Assistance to States and Tribes: City of Davenport WMP Development planning process.

- Completed WMP, including modeling and analysis results from the Hydraulic and Hydrology, Water Quality, and Economic Analysis tasks listed in the *Project Scope* on page 2.

Schedule

Months 1-2	Kick-off meeting and Project Delivery Team (PDT) meetings
Month 3	Initiate data collection, analysis, and modeling
Months 4-26	Continuing data collection, analysis, and modeling* • Hydraulic Studies while Incorporating changing conditions: ○ City-Wide Hydraulic Studies: 2 months duration ○ Watershed Specific Hydraulic Studies: 7-8 months duration ○ City-Wide Future Conditions Analysis and Projections: 8-9 months duration • Water Quality (<i>tasks are sequential</i>): ○ Quality Assurance Plan Development & Review: 1 month duration ○ Field Sampling (Mar-Nov of any given year): 8 months duration ○ Sampling Results Receipt: 1 year duration ○ Water Quality Report Development & Reviews: 1 month duration • Development of WMP ○ Development of framework ○ Documentation of goals, objectives, and Non-Federal Sponsor needs • Management update meeting with City of Davenport
Months 26-32	Regular PDT meetings, including review of results, and engagements with the City of Davenport and its community members
Months 32-38	Finalization and review of WMP, including engagements with the City of Davenport and its community members

*The hydrologic and hydraulic studies and the long-term assessing of future conditions hydrology work can be done concurrently. The hydraulic studies must be completed before the assessment of future conditions hydrology and will utilize the hydraulic modeling in the inundation mapping.

Cost Estimate for Scope of Work Task Line Items

See "Section 22 Planning Assistance to States and Tribes Phase I, City of Davenport, Iowa, Phase I Report" (dated January 2024) for additional detail.

Description	Fed/NFS	Labor	Subtotals
City-Wide Hydraulic Studies			
Review of FEMA data and modeling products	50/50 Fed/NFS	\$20,000	
Review of FEMA hydraulic modeling products and associated inundation modeling; updated hydraulic modeling products, as needed	50/50 Fed/NFS	\$20,000	
			\$40,000 (\$20,000 NFS/\$20,000 Fed)
Watershed Specific Hydraulic Studies			
2D modeling and velocity assessment of Blackhawk & Duck Creek including but not limited to: - Evaluation of 2-, 5-, 10-, 25-, 50-, 100, and 500-year storm events - Comparison of 2011 or predicted future conditions (<i>Duck and Blackhawk Creeks Stream Assessment</i>) with actual current conditions and development of updated projections - NFS Review	50/50 Fed/NFS	\$35,000	
			\$35,000 (\$17,500 NFS/\$17,500 Fed)
Reporting of Blackhawk and Duck Creeks 2D	Fed	\$5,000	
Assessment of peak discharges of Goose, Pheasant, and Silver Creek Watersheds, as related to potential reservoirs, as they are experiencing new development, future sewer extension work, and current/future annexation	Fed	\$30,000	
Velocity analysis of Goose, Pheasant, and Silver Creek Watersheds to inform vulnerable reaches and ways to address headcutting and erosion issues	Fed	\$15,000	
Investigation of feasibility of recommended regional reservoirs and reservoir analysis for Ponds D, I, and K (Figure 2)	Fed	\$50,000	
			\$100,000 Fed

City-Wide Future Conditions Analysis and Projections			
Collection of GCM precipitation data from Coupled Model Intercomparison Project Phase 5 for the City of Davenport	Fed	\$20,000	
Numeric modeling of precipitation data from GCMs to determine flow and stage projections; modeling may also include land use changes	Fed	\$50,000	
Reporting of results, including compilation of output from various GCMs and uncertainty	Fed	\$20,000	
Status updates and presentation of final results	Fed	\$10,000	
Incorporating Future Land Use Changes: Inventory of land use projections from city sources. Processing land use data into format for use in analysis	Fed	\$10,000	
Incorporating Future Land Use Changes: Numeric modeling of existing and proposed land use	Fed	\$40,000	
Incorporating Future Land Use Changes: Reporting of results	Fed	\$10,000	
New Flood Maps: Comparison of various past, present, and future conditions	Fed	Incorporated into the costs above	
New Flood Maps: 2D modeling and velocity assessment use	Fed		
New Flood Maps: Reporting	Fed		
NFS Review of Projects	NFS		
			\$160,000 (\$52,000 NFS/\$108,000 Fed)
Duck Creek Water Quality Study			
Quality Assurance Project Plan	NFS	\$5,000	
Duck Creek Weekly Snapshot Field Sampling (Mar 15-Nov 15)	NFS	\$40,000	
Duck Creek Tributaries Weekly Snapshot (Mar 15-Nov 15)	NFS	\$40,000	
High Flow Event Sampling <i>\$10,000 for two sites on Duck Creek, additional \$6,000 to add two tributary sites</i>	NFS	\$16,000	
Dry Weather Sampling	NFS	\$5,000	

<i>E. coli</i> qPCR Testing: 3 samples per site per event \$30,000 for three Duck Creek sites, additional \$15,000 for adding four tributary locations	NFS	\$45,000	
Water Quality Report	NFS	\$10,000	
			\$161,000 NFS
Goose, Pheasant, and Silver Creek Watersheds Economic Analysis			
Updated Costs for remaining 1991 Plan Projects	Fed	\$5,000	
			\$5,000 Fed
Watershed Management Plan			
PDT Meetings	50/50 Fed/NFS	\$10,000	
Meetings in Davenport, Iowa	50/50 Fed/NFS	\$10,000	
Development of WMP	50/50 Fed/NFS	\$30,000	
Reviews of WMP	50/50 Fed/NFS	\$15,000	
			\$65,000 (\$32,500 NFS/\$32,500 Fed)
Total Cost:			\$566,000 (\$283,000 NFS/ \$283,000 Fed)

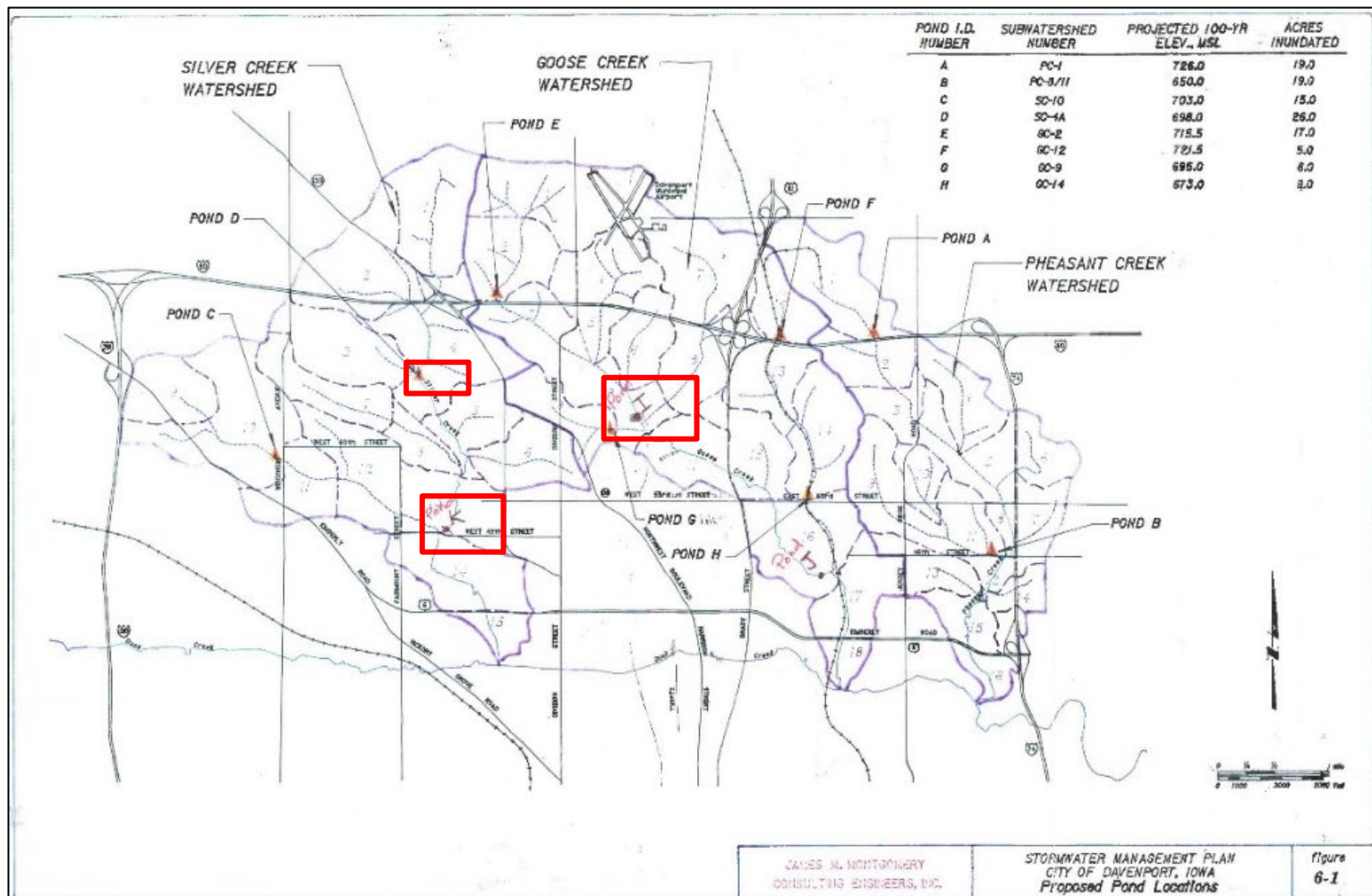


Figure 2. Comprehensive Stormwater Management Plan for Pheasant, Goose, and Silver Creek Watersheds, Stormwater Management Ponds Still Considered by the City

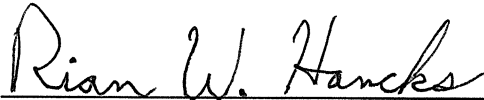
CERTIFICATION OF LEGAL REVIEW

The Office of Counsel, Rock Island District, has fully reviewed the Agreement for the *Planning Assistance to States Section 22, City of Davenport, Iowa, Watershed Management Plan Development, Phase II*, and the agreement is legally sufficient.



Date: 2024.09.16
15:56:41 -05'00'

Stephen H. Brakel Packer, Assistant District Counsel



Rian W. Hancks, District Counsel

Date: 17 Sep 24

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer for the City of Davenport, Iowa, that the City of Davenport, Iowa is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and City of Davenport, Iowa in Connection with the *Planning Assistance to States (PAS) Section 22, City of Davenport Watershed Management Plan Development, Phase II*, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, and that the person who executed this Agreement on behalf of the City of Davenport, Iowa acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20____.

Sam Huff IV
Corporate Counsel, City of Davenport, Iowa

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Mike Matson
Mayor, City of Davenport

DATE: _____

City of Davenport

Department: Public Works
Contact Info: Jim Erwin | 563-326-7922

Action / Date
6/11/2025

Subject:

Resolution approving the purchase of upfitting equipment for ten Police Department vehicles from Keltek Incorporated of Baxter, Iowa in the amount of \$281,468.15 using State of Iowa Department of Administrative Services contract #24088, CIP #24032. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

The Fleet Division of Public Works needs to purchase upfitting equipment for ten new vehicles for the Police Department. This equipment will allow these vehicles to be used in law enforcement efforts throughout the City. Of the 10 vehicles, nine will be upfitted as squad cars and one as a K9 vehicle.

This project is funded by CIP #24032 | Public Safety Vehicle Replacement.

Attachments:

1. Resolution
2. PD Squad Car Upfit Quote
3. PD K9 Vehicle Upfit Quote

Resolution No. _____

Resolution offered by Alderman R. Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving the purchase of upfitting equipment for ten Police Department vehicles from Keltek Incorporated of Baxter, Iowa in the amount of \$281,468.15 using State of Iowa Department of Administrative Services contract #24088, CIP #24032.

WHEREAS, the City needs to upfit ten vehicles for the Police Department; and

WHEREAS, Keltek Incorporated of Baxter, Iowa was awarded the State of Iowa Department of Administrative Services contract #24088 as the lowest responsive and responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of upfitting equipment for ten Police Department vehicles from Keltek Incorporated of Baxter, Iowa in the amount of \$281,468.15 using State of Iowa Department of Administrative Services contract #24088 is hereby approved.

Passed and approved this 11th day of June, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



Estimate

#7285

KELTEK INC
205 N High St
PO BOX 14
Baxter IA 50028
United States
641-227-2222
sales@keltekinc.com

02/28/2025

Bill To

Davenport Police
416 N Harrison
Davenport IA 52801
United States

Ship To

Davenport Police
416 N Harrison
Davenport IA 52801
United States

TOTAL

\$27,803.32

Expires: 05/29/2025

Sales Rep	Customer No.	Primary Contact	Shipping Method
Jordan Dewald	104	Jim Erwin	

Item	Description	Quantity	MSRP	Discount	Rate	Amount
CONTACT	Jim Erwin Public Works Operations Manager City of Davenport 563-370-1047					
ASSOCIATED CONTRACTS	Listed below are the contracts associated with this project.	-1	\$0.00	Base Price		\$0.00
NASPO-IA	This quote is governed by the terms and conditions of NASPO Contract MNWNC-124 State of Iowa Participating Addendum, Whelen 21309	1	\$0.00	Base Price	\$0.00	\$0.00
DAS-IA	This quote is governed by the terms and conditions of DAS Contract MA 24088	1	\$0.00	Base Price	\$0.00	\$0.00
LTRON-IA	This quote is governed by the terms and conditions of State of Iowa Master Agreement MA 005 21279	1	\$0.00	Base Price	\$0.00	\$0.00
SCOPE	Full Build on a new 2025 Explorer UPI VIN:TBD					
SIREN LIGHT CONTROLLER	-----					
C399	CENCOM CORE WCX CONTROL CENTER, Flashing Outputs, Inc. 3 WeCanX Ports, (Choose Control Head)	1	\$1,411.00	41%	\$832.49	\$832.49
CCTL6	CORE Rotary Knob Control Head w/8 Push Buttons, 4 Position Slide & 7 Pos.Rotary Knob	1	\$473.00	41%	\$279.07	\$279.07
C399SP	SCANport KIT FOR C399	1	\$189.00	41%	\$111.51	\$111.51
LBX106001	USB Cable Type A to C, 6 ft	1	\$17.00	5%	\$16.15	\$16.15
CEM16	CenCom CORE 16 Output 4 Input WeCanX Expansion Module	1	\$292.00	41%	\$172.28	\$172.28
CV2V	CenCom CORE Vehicle-to- Vehicle Sync Module	1	\$371.00	41%	\$218.89	\$218.89
NOTE	PLEASE MOUNT THE CCTL5 BELOW IN THE REAR CARGO AREA SO THE OFFICER HAS PA AND LIGHT CONTROL ABILITY DURING FELONY STOP					
CCTL5	WeCanX HAND-HELD CONTROL HEAD	1	\$473.00	41%	\$279.07	\$279.07
SIREN SPEAKER / BRACKET(S)	-----					
SA315P	SA315P Series Speaker Black Plastic	2	\$412.00	41%	\$243.08	\$486.16



7285



Estimate

#7285

KELTEK INC
205 N High St
PO BOX 14
Baxter IA 50028
United States
641-227-2222
sales@keltekinc.com

02/28/2025

Item	Description	Quantity	MSRP	Discount	Rate	Amount
SAK75D	SA-315 MT KIT DRVR 25 FORD PIU	1	\$53.00	41%	\$31.27	\$31.27
SAK75P	SA-315 MT KIT PASS 25 FORD PIU	1	\$53.00	41%	\$31.27	\$31.27
LIGHTBAR						
BJ2DEDE	LIBERTYII DUO WCX 54" CTR DEDE	1	\$2,800.00	Base Price	\$2,800.00	\$2,800.00
IJ500ST	Two Super-LED® Flashing Take-Down Lights and a Strobe for Libertyâ„¢ II BH, IG or IH Series Lightbar Only. Center Mount Option Only-Use for Pre-Emption in Light Bar	1	\$559.00	41%	\$329.81	\$329.81
MKAJ105	ADJ LIGHTBAR MOUNT KIT #101, 48-54" Lightbar, 2020+ Ford Utility	1	\$115.00	41%	\$67.85	\$67.85
LIGHTING - DOME						
- FRONT						
60CREGCS	6" Round Surface Mount 12 Diode Interior Light-Red/White Includes Switches	1	\$258.00	41%	\$152.22	\$152.22
LIGHTING - DOME						
- MID						
3SRCCDCR	3" Round Super-LED Compartment Lightheads W/ Independent Control - Red/White Lights	1	\$104.00	41%	\$61.36	\$61.36
LIGHTING - DOME						
- REAR						
60CREGCS	6" Round Surface Mount 12 Diode Interior Light-Red/White Includes Switches Mount in Rear Cargo Area, exact location to be determined later. See Jordan	1	\$258.00	41%	\$152.22	\$152.22
LIGHTING - SPOTLIGHT						
P46FLC	Replacement Super-LED 8 Degree Clear Spotlight	1	\$314.00	41%	\$185.26	\$185.26
LIGHTING - HEADLIGHTS						
VTX609C	Vertex Super-LED Light Omni Direction Lighthead W/9' Cable - White/Clear	2	\$144.00	41%	\$84.96	\$166.38
OEM FLASH	Wiring, Programming and Integration of OEM flash or back flash with Lighting System	1	\$0.00	Base Price	\$0.00	\$0.00
LIGHTING - REAR SIDES						
IONR	Red ION Series Super LED Universal Light	1	\$178.00	41%	\$105.02	\$105.02
IONB	Blue ION Series Super LED Universal Light	1	\$178.00	41%	\$105.02	\$105.02
IONPEDB	ION PEDESTAL MOUNT KIT BLACK	2	\$90.00	41%	\$53.10	\$106.20



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Item	Description	Quantity	MSRP	Discount	Rate	Amount
LIGHTING - UPPER DECK / HATCH						
BS50Z	Ford Police Interceptor Utility, 2020-2022, SOLOâ„¢ or DUOâ„¢, Upper Rear Housing for Ten Lamp RST	1	\$1,146.00	Base Price	\$1,146.00	\$1,146.00
ISDK	Add DUOâ„¢, Series Linear-LED® Flasher, 1 Amber/Red	5	\$63.00	41%	\$37.17	\$185.85
ISDM	Add DUOâ„¢, Series Linear-LED® Flasher, 1 Amber/Blue	5	\$63.00	41%	\$37.17	\$185.85
LIGHTING - REAR TAIL LIGHTS						
VTX9D	Red/White Vertex Super-LED Light, Omni Directional Lighthead W/ 9' Cable	1	\$150.00	41%	\$88.50	\$88.50
VTX9E	Blue/White Vertex Super-LED Light Omni Directional Lighthead W/ 9' Cable	1	\$150.00	41%	\$88.50	\$88.50
OEM FLASH	Wiring, Programming and Integration of OEM flash or back flash with Lighting System	1	\$0.00	Base Price	\$0.00	\$0.00
PUSH BUMPER						
BK2019ITU20	PB450L4 Aluminum Push Bumper w/ (4) Whelen TRIO Lights for 2020 Ford Utility	1	\$1,149.00	22%	\$896.22	\$896.22
HK2273ITU25	PB10 Headlight Guard Steel With PB9A Wrap Aluminum	1	\$929.00	22%	\$724.62	\$724.62
EQUIPMENT CONSOLE						
C-VS-1012-INUT-2	Vehicle-Specific 22â€³ Angled Console For 2020-2025 Ford Interceptor Utility	1	\$650.00	35%	\$422.50	\$422.50
EQUIPMENT CONSOLE - UPPER EQUIP						
C-PM-134-PC	Brother PocketJet 8 Printer Mount For Ford Interceptor Utility	1	\$352.00	35%	\$228.80	\$228.80
C-EB40-CCS-1P	1 PC. Equipment Mt. Brkt. 4" Mounting Space, Whelen Cencom/Carbide/Cantrol	1	\$37.00	35%	\$24.05	\$24.05
EQUIPMENT CONSOLE - LOWER EQUIP						
C-EB30-CH7-1P	1 PC Equip. Mounting Bracket 3" Mounting Area, Fits M/A-COM/CH-721	1	\$33.00	35%	\$21.45	\$21.45
CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount)	1	\$65.00	35%	\$42.25	\$42.25
C-AP-0325-1	3" Accessory Pocket for Internal Mounting - 2.5" Deep 3"H X 8 5/8"W X 2.5"D	1	\$51.00	35%	\$33.15	\$33.15





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Item	Description	Quantity	MSRP	Discount	Rate	Amount
091-219-5	Dual USB Charging Ports 2.4 Amp Max Output, Red LED 4.8-5.2 VDC	1	\$73.50	Base Price	\$73.50	\$73.50
EQUIPMENT CONSOLE ACCESSORIES	-----					
MMSU-1	Single Unit Magnetic Mic Mount Kit, Includes Base, Hex Key, Disc Adapter & Mounting Hardwa	2	\$30.66	Base Price	\$30.66	\$61.32
COMPUTER	-----					
CUSTOMER COMPUTER	Customer Provided Computer Solution	1	\$0.00	Base Price	\$0.00	\$0.00
COMPUTER DOCK	-----					
CUSTOMER COMP DOCK	Customer Provided Computer Dock Solution	1	\$0.00	Base Price	\$0.00	\$0.00
COMPUTER DOCK MOUNTING EQUIPMENT	-----					
C-DMM-3028	Heavy-Duty Dash Mount For 2025 FORD INTERCEPTOR UTILITY	1	\$536.00	35%	\$348.40	\$348.40
C-MD-119	11" Slide Out Locking Swing Arm with Low Profile Motion adapter	1	\$367.00	35%	\$238.55	\$238.55
C-HDM-214	8.5" Side Mount Heavy Duty Telescoping Pole. Height 1 - 8.25" Height 2- 13.25"	1	\$184.00	35%	\$119.60	\$119.60
External Keyboard/Mount	-----					
KBA-BLTX-U-US	TG3 ELECTRONICS INC:Description 83 Key, Backlit, Hard key, Touchpad, USB, Two Cables, US	1	\$260.40	Base Price	\$260.40	\$260.40
C-KBM-202	Havis Rugged Keyboard Mount and Adapter Combination	1	\$169.00	35%	\$109.85	\$109.85
COMPUTER ANTENNA	-----					
AP-MMF-CCWWWG-Q	MultiMax FV,2xLTE,3xWifi,1xGPS 6xSMARP345,Bolt Mt,Black,15' Fits Roof Ribs of 20 + Ford PIU	1	\$292.96	Base Price	\$292.96	\$292.96
MOBILE ROUTER	-----					
CUSTOMER ROUTER	Customer Provided Mobile Router Connectivity Solution - Provide Details	1	\$0.00	Base Price	\$0.00	\$0.00
EVNSL0272BK-0025	CAT6 250MHZ Stranded Ether patch Cable-Shielded, pvc 25ft molded boot Black	1	\$26.06	Base Price	\$26.06	\$26.06
EDN12H-0025-MF	25' DB9 Extension Serial Cable with EMI/RFI Hoods, MP70/RV50 Male/Female (3.0-M)	1	\$35.11	Base Price	\$35.11	\$35.11



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Item	Description	Quantity	MSRP	Discount	Rate	Amount
MOBILE PRINTER						
PJ822	PocketJet 8, 200dpi, 8.5 Width, Thermal Printer with USB C Connectivity/Charging, 2 Year Premier Warranty (Printer only, requires DC power or optional battery, USB cable, and printing supplies)	1	\$435.00	5%	\$413.25	\$413.25
LB3692	Printer Car Power Adapter Hard Wired 14', for PJ3/PJ6/PJ7/PJ8	1	\$22.79	Base Price	\$22.79	\$22.79
IMAGING SCANNER						
CUSTOMER IMAGE SCANNER	Customer Provided Image Scanner (Ltron)	1	\$0.00	Base Price	\$0.00	\$0.00
4910LR-MM	L-Tron 4910LR Magnetic Mount	1	\$43.44	Base Price	\$43.44	\$43.44
CAMERA						
CUSTOMER CAMERA	Customer Provided Camera - Provide Detail	1	\$0.00	Base Price	\$0.00	\$0.00
RADAR						
CUSTOMER RADAR	Customer Provided Radar	1	\$0.00	Base Price	\$0.00	\$0.00
Radio 1 and Antenna(s)						
NMO800B	Larsen 806-866 MHz Antenna	1	\$51.04	Base Price	\$51.04	\$51.04
PRISONER TRANSPORT KIT						
P1826UINT20AOS B	Dual Compartment Pro-Cell for 2020-2022 Ford Utility includes Full Partition, Full Roll Bar, Transport Seat, Floor Pan, Pair of Door Panels, Pair of Window Armor, Lower Extension Panel, Recessed Panel, Poly Divider, Poly Window Divider & Outboard Seat Belt Kits	1	\$4,822.00	22%	\$3,761.16	\$3,651.18
SBT101	SEAT BELT LOCK	2	\$79.21	Base Price	\$79.21	\$158.42
WBP47NPUINT20	Pair, 3, 1/4" Poly Window Bars (for use with OEM door panels only)	1	\$330.00	22%	\$257.40	\$249.60
RWG47UINT20A	Window Guard Kit for All three Cargo Rear Windows, 2020-2022 Ford Utility	1	\$523.00	22%	\$407.94	\$395.46
Front Seat Cover						
T52217BLK	TigerTough (Driver) 2020-2021 Ford Utility - Black Tactical	1	\$237.00	Base Price	\$237.00	\$237.00
EQUIPMENT TRAY						



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Item	Description	Quantity	MSRP	Discount	Rate	Amount
PKG-TTP-INUT-1201-4	Premium Package 66" Raised Fold-Up Equipment Tray & Cargo Plate With 200 Lbs Lift Struts For 2020-2023 Ford Interceptor Utility	1	\$1,981.00	35%	\$1,287.65	\$1,287.65
C-TTP-INUT-MAT	Full Width Trunk Tray Rubber Mat option for C-TTP-INUT series. 1/4" thick rubber mat for 2020-2022 Ford Interceptor Utility premium trunk tray plate.	1	\$174.49	35%	\$113.42	\$113.42
PROKIT-2	Adapter Kit for Pro-Gard Partition to Havis TTP or Storage Drawer Mount in 2020-2022 Ford Interceptor Utility	1	\$33.00	35%	\$21.45	\$21.45
REAR CARGO STORAGE	-----					
TK0249ITU20	Setina Cargo Tray Single Deck	1	\$559.00	22%	\$436.02	\$436.02
VEHICLE CONTROL MODULE	-----					
B-BOM560-CC	Black Out Module for 2020-2022 Ford Utility	1	\$552.97	10%	\$497.67	\$497.67
47687	Green LED Indicator Light 5/16 mounting hole 12 volt	1	\$3.94	Base Price	\$3.94	\$3.94
POWER MANAGEMENT	KELTEK WIRING HARNESS AND ASSOCIATED EQUIPMENT					
KELTEK HARNESS ITEM GROUP	KELTEK Designed Premium Harness, includes all Power Management to support Emergency Vehicle Equipment	1				\$749.00
KELTEK-HARNESS	Keltek Designed Premium Harness- For Use in ALL Installs	1	\$0.00	Base Price	\$0.00	\$0.00
PWRMGMT	Materials for installing wire harness and power management	1	\$749.00	Base Price	\$749.00	\$749.00
DAS-BASIC LABOR	Hourly Installation Rate: Basic Emergency Vehicle Equipment Items such as, but not limited to Audible / Visual Warning, Push bumpers / Wraps, Equipment Console/Computer Mounting, Prisoner Transport Systems / Seats, Equipment Mounting / Storage	55	\$80.00	Base Price	\$80.00	\$4,400.00
DAS-SUPPLIES BASIC	Hourly Installation Rate: General Supplies and Service for Basic Emergency Vehicle Equipment Items such as, but not limited to Breakers, Fuse Holders, Fuses, Wire, Terminals, Loom, Wire Ties, Fasteners, Cleaners, etc.	55	\$12.00	Base Price	\$12.00	\$660.00
Vehicle Pick Up and Delivery	Vehicle Pick up and Delivery	1	\$275.00	Base Price	\$275.00	\$275.00
SHIP	Shipping cost calculated based on total order weight	356	\$2.25	Base Price	\$2.25	\$801.00
Tech Checkout		1				\$244.00





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02/28/2025

Subtotal	\$27,803.32
Shipping Cost	
Tax (%)	\$0.00
Total	\$27,803.32

Return Policy: <https://www.keltekinc.com/return-policy/>
State Contracts: <https://www.keltekinc.com/state-contract/>
Service Rates: <https://www.keltekinc.com/service/>



7285



Estimate

#7513

05/09/2025

KELTEK INC
205 N High St
PO BOX 14
Baxter IA 50028
United States
641-227-2222
sales@keltekinc.com

Bill To

Davenport Police
416 N Harrison
Davenport IA 52801
United States

Ship To

Davenport Police
416 N Harrison
Davenport IA 52801
United States

TOTAL

\$31,238.27

Expires: 08/07/2025

Sales Rep	Customer No.	Primary Contact	Shipping Method
Jordan Dewald	104	Jim Erwin	

Item	Description	Quantity	MSRP	Discount	Rate	Amount
CONTACT	Jim Erwin Public Works Operations Manager City of Davenport 563-370-1047					
ASSOCIATED CONTRACTS	Listed below are the contracts associated with this project.	-1	\$0.00	Base Price		\$0.00
NASPO-IA	This quote is governed by the terms and conditions of NASPO Contract MNWNC-124 State of Iowa Participating Addendum, Whelen 21309	1	\$0.00	Base Price	\$0.00	\$0.00
DAS-IA	This quote is governed by the terms and conditions of DAS Contract MA 24088	1	\$0.00	Base Price	\$0.00	\$0.00
LTRON-IA	This quote is governed by the terms and conditions of State of Iowa Master Agreement MA 005 21279	1	\$0.00	Base Price	\$0.00	\$0.00
SCOPE	Full Build on a new 2025 Explorer UPI VIN:TBD K-9 Unit					
SIREN LIGHT CONTROLLER	-----					
C399	CENCOM CORE WCX CONTROL CENTER, Flashing Outputs, Inc. 3 WeCanX Ports, (Choose Control Head)	1	\$1,411.00	41%	\$832.49	\$832.49
CCTL6	CORE Rotary Knob Control Head w/8 Push Buttons, 4 Position Slide & 7 Pos.Rotary Knob	1	\$473.00	41%	\$279.07	\$279.07
C399SP	SCANport KIT FOR C399	1	\$189.00	41%	\$111.51	\$111.51
LBX106001	USB Cable Type A to C, 6 ft	1	\$17.00	5%	\$16.15	\$16.15
CEM16	CenCom CORE 16 Output 4 Input WeCanX Expansion Module	1	\$292.00	41%	\$172.28	\$172.28
CV2V	CenCom CORE Vehicle-to- Vehicle Sync Module	1	\$371.00	41%	\$218.89	\$218.89
NOTE	PLEASE MOUNT THE CCTL5 BELOW IN THE REAR CARGO AREA SO THE OFFICER HAS PA AND LIGHT CONTROL ABILITY DURING FELONY STOP					
CCTL5	WeCanX HAND-HELD CONTROL HEAD	1	\$473.00	41%	\$279.07	\$279.07
SIREN SPEAKER / BRACKET(S)	-----					



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Item	Description	Quantity	MSRP	Discount	Rate	Amount
SA315P	SA315P Series Speaker Black Plastic	2	\$412.00	41%	\$243.08	\$486.16
SAK75D	SA-315 MT KIT DRVR 25 FORD PIU	1	\$53.00	41%	\$31.27	\$31.27
SAK75P	SA-315 MT KIT PASS 25 FORD PIU	1	\$53.00	41%	\$31.27	\$31.27
LIGHTBAR						
BJ2DEDE	LIBERTYII DUO WCX 54" CTR DEDE	1	\$2,800.00	Base Price	\$2,800.00	\$2,800.00
IJ500ST	Two Super-LED® Flashing Take-Down Lights and a Strobe for Liberty, II BH, IG or IH Series Lightbar Only. Center Mount Option Only-Use for Pre-Emption in Light Bar	1	\$559.00	41%	\$329.81	\$329.81
MKAJ105	ADJ LIGHTBAR MOUNT KIT #101, 48-54" Lightbar, 2020+ Ford Utility	1	\$115.00	41%	\$67.85	\$67.85
LIGHTING - DOME - FRONT						
60CREGCS	6" Round Surface Mount 12 Diode Interior Light-Red/White Includes Switches	1	\$258.00	41%	\$152.22	\$152.22
LIGHTING - DOME - MID						
3SRCCDCR	3" Round Super-LED Compartment Lightheads W/ Independent Control - Red/White Lights	1	\$104.00	41%	\$61.36	\$61.36
LIGHTING - DOME - REAR						
60CREGCS	6" Round Surface Mount 12 Diode Interior Light-Red/White Includes Switches Mount in Rear Cargo Area, exact location to be determined later. See Jordan	1	\$258.00	41%	\$152.22	\$152.22
LIGHTING - SPOTLIGHT						
P46FLC	Replacement Super-LED 8 Degree Clear Spotlight	1	\$314.00	41%	\$185.26	\$185.26
LIGHTING - HEADLIGHTS						
VTX609C	Vertex Super-LED Light Omni Direction Lighthead W/9' Cable - White/Clear	2	\$144.00	41%	\$84.96	\$166.38
OEM FLASH	Wiring, Programming and Integration of OEM flash or back flash with Lighting System	1	\$0.00	Base Price	\$0.00	\$0.00
LIGHTING - REAR SIDES						
IONR	Red ION Series Super LED Universal Light	1	\$178.00	41%	\$105.02	\$105.02
IONB	Blue ION Series Super LED Universal Light	1	\$178.00	41%	\$105.02	\$105.02



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Item	Description	Quantity	MSRP	Discount	Rate	Amount
IONPEDB	ION PEDESTAL MOUNT KIT BLACK	2	\$90.00	41%	\$53.10	\$106.20
LIGHTING - UPPER DECK / HATCH						
BS50Z	Ford Police Interceptor Utility, 2020-2022, SOLOâ„¢ or DUOâ„¢, Upper Rear Housing for Ten Lamp RST	1	\$1,146.00	Base Price	\$1,146.00	\$1,146.00
ISDK	Add DUOâ„¢, Series Linear-LEDâ„¢ Flasher, 1 Amber/Red	5	\$63.00	41%	\$37.17	\$185.85
ISDM	Add DUOâ„¢, Series Linear-LEDâ„¢ Flasher, 1 Amber/Blue	5	\$63.00	41%	\$37.17	\$185.85
LIGHTING - REAR TAIL LIGHTS						
VTX9D	Red/White Vertex Super-LED Light, Omni Directional Lighthead W/ 9' Cable	1	\$150.00	41%	\$88.50	\$88.50
VTX9E	Blue/White Vertex Super-LED Light Omni Directional Lighthead W/ 9' Cable	1	\$150.00	41%	\$88.50	\$88.50
OEM FLASH	Wiring, Programming and Integration of OEM flash or back flash with Lighting System	1	\$0.00	Base Price	\$0.00	\$0.00
PUSH BUMPER						
BK2019ITU20	PB450L4 Aluminum Push Bumper w/ (4) Whelen TRIO Lights for 2020 Ford Utility	1	\$1,149.00	22%	\$896.22	\$896.22
HK2273ITU25	PB10 Headlight Guard Steel With PB9A Wrap Aluminum	1	\$929.00	22%	\$724.62	\$724.62
EQUIPMENT CONSOLE						
C-VS-1012-INUT-2	Vehicle-Specific 22â„¢ Angled Console For 2020-2025 Ford Interceptor Utility	1	\$650.00	35%	\$422.50	\$422.50
EQUIPMENT CONSOLE - UPPER EQUIP						
C-PM-134-PC	Brother PocketJet 8 Printer Mount For Ford Interceptor Utility	1	\$352.00	35%	\$228.80	\$228.80
C-EB40-CCS-1P	1 PC. Equipment Mt. Brkt. 4" Mounting Space, Whelen Cencom/Carbide/Cantrol	1	\$37.00	35%	\$24.05	\$24.05
EQUIPMENT CONSOLE - LOWER EQUIP						
C-EB30-CH7-1P	1 PC Equip. Mounting Bracket 3" Mounting Area, Fits M/A-COM/CH-721	1	\$33.00	35%	\$21.45	\$21.45
CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount)	1	\$65.00	35%	\$42.25	\$42.25
C-AP-0325-1	3" Accessory Pocket for Internal Mounting - 2.5" Deep 3"H X 8 5/8"W X 2.5"D	1	\$51.00	35%	\$33.15	\$33.15





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Item	Description	Quantity	MSRP	Discount	Rate	Amount
091-219-5	Dual USB Charging Ports 2.4 Amp Max Output, Red LED 4.8-5.2 VDC	1	\$73.50	Base Price	\$73.50	\$73.50
EQUIPMENT CONSOLE ACCESSORIES	-----					
MMSU-1	Single Unit Magnetic Mic Mount Kit, Includes Base, Hex Key, Disc Adapter & Mounting Hardwa	3	\$30.66	Base Price	\$30.66	\$91.98
COMPUTER	-----					
CUSTOMER COMPUTER	Customer Provided Computer Solution	1	\$0.00	Base Price	\$0.00	\$0.00
COMPUTER DOCK	-----					
CUSTOMER COMP DOCK	Customer Provided Computer Dock Solution	1	\$0.00	Base Price	\$0.00	\$0.00
COMPUTER DOCK MOUNTING EQUIPMENT	-----					
C-DMM-3028	Heavy-Duty Dash Mount For 2025 FORD INTERCEPTOR UTILITY	1	\$536.00	35%	\$348.40	\$348.40
C-MD-119	11" Slide Out Locking Swing Arm with Low Profile Motion adapter	1	\$367.00	35%	\$238.55	\$238.55
C-HDM-214	8.5" Side Mount Heavy Duty Telescoping Pole. Height 1 - 8.25" Height 2- 13.25"	1	\$184.00	35%	\$119.60	\$119.60
External Keyboard/Mount	-----					
KBA-BLTX-U-US	TG3 ELECTRONICS INC:Description 83 Key, Backlit, Hard key, Touchpad, USB, Two Cables, US	1	\$260.40	Base Price	\$260.40	\$260.40
C-KBM-202	Havis Rugged Keyboard Mount and Adapter Combination	1	\$169.00	35%	\$109.85	\$109.85
COMPUTER ANTENNA	-----					
AP-MMF-CCWWWG-Q	MultiMax FV,2xLTE,3xWifi,1xGPS 6xSMARP345,Bolt Mt,Black,15' Fits Roof Ribs of 20 + Ford PIU	1	\$292.96	Base Price	\$292.96	\$292.96
MOBILE ROUTER	-----					
CUSTOMER ROUTER	Customer Provided Mobile Router Connectivity Solution - Provide Details	1	\$0.00	Base Price	\$0.00	\$0.00
EVNSL0272BK-0025	CAT6 250MHZ Stranded Ether patch Cable-Shielded, pvc 25ft molded boot Black	1	\$26.06	Base Price	\$26.06	\$26.06
EDN12H-0025-MF	25' DB9 Extension Serial Cable with EMI/RFI Hoods, MP70/RV50 Male/Female (3.0-M)	1	\$35.11	Base Price	\$35.11	\$35.11



7513



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Item	Description	Quantity	MSRP	Discount	Rate	Amount
MOBILE PRINTER						
PJ822	PocketJet 8, 200dpi, 8.5 Width, Thermal Printer with USB C Connectivity/Charging, 2 Year Premier Warranty (Printer only, requires DC power or optional battery, USB cable, and printing supplies)	1	\$435.00	5%	\$413.25	\$413.25
LB3692	Printer Car Power Adapter Hard Wired 14', for PJ3/PJ6/PJ7/PJ8	1	\$22.79	Base Price	\$22.79	\$22.79
IMAGING SCANNER						
CUSTOMER IMAGE SCANNER	Customer Provided Image Scanner (Ltron)	1	\$0.00	Base Price	\$0.00	\$0.00
4910LR-MM	L-Tron 4910LR Magnetic Mount	1	\$43.44	Base Price	\$43.44	\$43.44
CAMERA						
CUSTOMER CAMERA	Customer Provided Camera - Provide Detail	1	\$0.00	Base Price	\$0.00	\$0.00
RADAR						
CUSTOMER RADAR	Customer Provided Radar	1	\$0.00	Base Price	\$0.00	\$0.00
Radio 1 and Antenna(s)						
NMO800B	Larsen 806-866 MHz Antenna	1	\$51.04	Base Price	\$51.04	\$51.04
PRISONER TRANSPORT KIT						
K9-F28-PT	2020 Ford SUV K9 Prisoner Transport System	1	\$6,911.00	35%	\$4,492.15	\$4,492.15
K9-A-102	Havis K9 Transport 4" Air Circulation Fan	1	\$227.00	35%	\$147.55	\$147.55
K9-A-103	Havis K9 Transport Water Bowl Option	1	\$89.00	35%	\$57.85	\$57.85
K9-A-104	Havis K9 Transport 10" Fan and Window Guard	1	\$696.00	35%	\$452.40	\$452.40
K9-A-201	Havis K9 Transport Hot-N-Pop Pro Unit Option	1	\$3,460.00	35%	\$2,249.00	\$2,249.00
Front Seat Cover						
T52217BLK	TigerTough (Driver) 2020-2021 Ford Utility - Black Tactical	1	\$237.00	Base Price	\$237.00	\$237.00
EQUIPMENT TRAY						
PKG-TTP-INUT-1201-4	Premium Package 6" Raised Fold-Up Equipment Tray & Cargo Plate With 200 Lbs Lift Struts For 2020-2023 Ford Interceptor Utility	1	\$1,981.00	35%	\$1,287.65	\$1,287.65





Estimate

#7513

KELTEK INC
205 N High St
PO BOX 14
Baxter IA 50028
United States
641-227-2222
sales@keltekinc.com

05/09/2025

Item	Description	Quantity	MSRP	Discount	Rate	Amount
C-TTP-INUT-MAT	Full Width Trunk Tray Rubber Mat option for C-TTP-INUT series. 1/4" thick rubber mat for 2020-2022 Ford Interceptor Utility premium trunk tray plate.	1	\$174.49	35%	\$113.42	\$113.42
PROKIT-2	Adapter Kit for Pro-Gard Partition to Havis TTP or Storage Drawer Mount in 2020-2022 Ford Interceptor Utility	1	\$33.00	35%	\$21.45	\$21.45
REAR CARGO STORAGE	-----					
TK0249ITU20	Setina Cargo Tray Single Deck	1	\$559.00	22%	\$436.02	\$436.02
VEHICLE CONTROL MODULE	-----					
B-BOM560-CC	Black Out Module for 2020-2022 Ford Utility	1	\$552.97	10%	\$497.67	\$497.67
47687	Green LED Indicator Light 5/16 mounting hole 12 volt	1	\$3.94	Base Price	\$3.94	\$3.94
POWER MANAGEMENT	KELTEK WIRING HARNESS AND ASSOCIATED EQUIPMENT					
KELTEK HARNESS ITEM GROUP	KELTEK Designed Premium Harness, includes all Power Management to support Emergency Vehicle Equipment	1				\$749.00
KELTEK-HARNESS	Keltek Designed Premium Harness- For Use in ALL Installs	1	\$0.00	Base Price	\$0.00	\$0.00
PWRMGMT	Materials for installing wire harness and power management	1	\$749.00	Base Price	\$749.00	\$749.00
DAS-BASIC LABOR	Hourly Installation Rate: Basic Emergency Vehicle Equipment Items such as, but not limited to Audible / Visual Warning, Push bumpers / Wraps, Equipment Console/Computer Mounting, Prisoner Transport Systems / Seats, Equipment Mounting / Storage	60	\$80.00	Base Price	\$80.00	\$4,800.00
DAS-SUPPLIES BASIC	Hourly Installation Rate: General Supplies and Service for Basic Emergency Vehicle Equipment Items such as, but not limited to Breakers, Fuse Holders, Fuses, Wire, Terminals, Loom, Wire Ties, Fasteners, Cleaners, etc.	60	\$12.00	Base Price	\$12.00	\$720.00
Vehicle Pick Up and Delivery	Vehicle Pick up and Delivery	1	\$275.00	Base Price	\$275.00	\$275.00
SHIP	Shipping cost calculated based on total order weight	356	\$2.25	Base Price	\$2.25	\$801.00
Tech Checkout		1				\$244.00



7513



Estimate

KELTEK INC
205 N High St
PO BOX 14
Baxter IA 50028
United States
641-227-2222
sales@keltekinc.com

#7513

05/09/2025

Subtotal	\$31,238.27
Shipping Cost	
Tax (%)	\$0.00
Total	\$31,238.27

Return Policy: <https://www.keltekinc.com/return-policy/>
State Contracts: <https://www.keltekinc.com/state-contract/>
Service Rates: <https://www.keltekinc.com/service/>



7513

City of Davenport

Department: Finance

Contact Info: Basia Gerlach | 563-326-7727

Action / Date

6/11/2025

Subject:

Resolution making provision for the issuance of not to exceed \$30,000,000 General Obligation Corporate Bonds, Series 2026. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

The Public Hearing for the FY 2026 General Obligation Corporate Bond issuance in an amount not to exceed \$30,000,000 was set for June 4, 2025. The proceeds from this bond sale will be used to finance the FY 2026 adopted Capital Improvement Program.

Attachments:

1. Resolution

HEARING ON GENERAL OBLIGATION
CORPORATE BONDS, SERIES 2026

629872-97

Davenport, Iowa

June 11, 2025

The City Council of the City of Davenport, Iowa, met pursuant to law and the rules of the City Council, on June 11, 2025, at 5:30 p.m., at the Council Chambers, City Hall, Davenport, Iowa. The meeting was called to order and upon the roll being called, the following named Aldermen were in attendance:

Present: _____

Absent: _____

The City Council investigated and found that pursuant to notice duly published, the City Council had met as the Committee of the Whole on June 4, 2025, to permit residents or property owners of the City to present oral or written objections to the proposed issuance of not to exceed \$30,000,000 General Obligation Corporate Bonds, Series 2026 of the City. After receiving and considering all comments and objections, the hearing had been closed and the meeting had been adjourned until the regular meeting of the City Council at the current time.

Alderman _____ introduced and moved the adoption of the resolution hereinafter set out making provisions for the issuance of such bonds. The motion was seconded by Alderman _____ and the Mayor put the question on the motion and, the roll being called, the following named Aldermen voted:

Ayes: _____

Nays: _____

Whereupon, the Mayor declared the motion duly carried and said resolution adopted, as hereinafter set out.

RESOLUTION NO. _____

Resolution making provision for the issuance of not to exceed \$30,000,000 General
Obligation Corporate Bonds, Series 2026

WHEREAS, in accordance with its Charter and Chapter 384 of the Code of Iowa, the City of Davenport, in Scott County, Iowa (the “City”) hereby proposes to issue General Obligation Corporate Bonds, Series 2026 (the “Bonds”) in a principal amount not to exceed \$30,000,000, for the purpose of paying the costs in connection with making improvements to sanitary sewers, storm water drainage systems, waterway and flood control assets, streets, street lighting, signage and signalization, streetscapes, sidewalks and paths, the municipal airport, municipal buildings and facilities, and municipal parks; acquiring and maintaining vehicles and/or equipment for municipal parks, streets, public safety department, solid waste collection, and the municipal library; repair and maintenance of bridges; information technology improvements; public transportation system improvements; and municipal economic development and housing projects (collectively, the “Projects”); and

NOW, THEREFORE, Be It Resolved by the City Council of the City of Davenport, Iowa, as follows:

Section 1. All objections received or made at the hearing are hereby overruled, and the Bonds are hereby ordered to be issued in the future in a principal amount not to exceed \$30,000,000.

The Bonds shall bear interest, shall be payable as to principal and interest on the dates and in the amounts, may be subject to prepayment prior to maturity and may contain such other terms and provisions as shall be determined by the City Council at the time the Bonds are sold.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 11, 2025.

Mayor

Attest:

Deputy City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF SCOTT
CITY OF DAVENPORT

SS:

I, the undersigned, Deputy City Clerk of the City of Davenport, Iowa, do hereby certify that as such Deputy City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of the corporate records related to that portion of a meeting of the Council held on June 11, 2025, at which the Council adopted a resolution ordering the future issuance of not to exceed \$30,000,000 General Obligation Corporate Bonds, Series 2026, and that the transcript hereto attached contains a true, correct and complete copy of such resolution.

WITNESS MY HAND this _____ day of _____, 2025.

Deputy City Clerk

City of Davenport

Department: Administration
Contact Info: Hanna Whitehurst | 563-888-2163

Action / Date
6/11/2025

Subject:

Resolution approving a professional services contract with Vera French Community Mental Health Center in the amount of \$100,000. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

At the April 9, 2025 City Council Meeting, the allocation of the American Rescue Plan Act (ARPA) interest monies was approved (2025-150). Vera French Community Mental Health Center was approved for a \$100,000 allocation to help support the Carol's Village Gardens affordable housing project.

The construction of Carol's Village Garden, located at 820 Harrison Street, Davenport, Iowa is currently in progress. Carol Village Garden is a 30-unit affordable housing complex with their adjacent carol center on Harrison Street. This development will include a mix of one- and two-bedroom apartments, designed with accessibility features for mobility and communication needs. In addition, six units are designated as Permanent Support Housing, which are set aside for persons recovering from homelessness. Carol's Village Garden is set to open in late fall 2025.

This contract provides funding to support the construction of Carol's Village Garden, allowing Vera French to continue their mission of providing tenants with affordable housing and allowing the organization to make referrals for services by communicating with care providers to ensure tenants are succeeding.

Attachments:

1. Resolution
2. Professional Services Contract

Resolution No. _____

Resolution offered by Alderwoman Newton.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving a professional services contract with Vera French Community Mental Health Center in the amount of \$100,000.

WHEREAS, at the April 9, 2025 City Council Meeting, the allocation of the American Rescue Plan Act (ARPA) interest monies was approved (2025-150), and Vera French Community Mental Health Center was approved for a \$100,000 allocation to help support the Carol's Village Gardens affordable housing project; and

WHEREAS, Carol Village Garden is a 30-unit affordable housing complex, and this development will include a mix of one- and two-bedroom apartments designed with accessibility features for mobility and communication needs, and six units are designated as Permanent Support Housing which are set aside for persons recovering from homelessness; and

WHEREAS, this contract provides funding to support the construction of Carol's Village Garden, allowing Vera French to continue their mission of providing tenants with affordable housing and allowing this organization to make referrals for services by communicating with care providers to ensure tenants are succeeding.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa that the professional services contract with Vera French Community Mental Health Center in the amount of \$100,000 is hereby approved.

Passed and approved this 11th day of June, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**VERA FRENCH COMMUNITY MENTAL HEALTH CENTER
AND
THE CITY OF DAVENPORT, IOWA**

This contract is made and entered into by and between Vera French Community Mental Health Center (hereinafter known as "Contractor") and the City of Davenport, Iowa (hereinafter known as "The City") upon signatures of both parties.

Background and Impact

The Contractor is in the process of constructing Carol's Village Garden, located at 820 Harrison Street, Davenport, Iowa, a 30 unit of affordable housing complex with their adjacent Carol Center on Harrison Street. This development will include a mix of one- and two-bedroom apartments, designed with accessibility features for mobility and communication needs. In addition, six units are designated as Permanent Support Housing which are set aside for persons recovering from homelessness. Carol's Village Garden is set to open in late Fall 2025.

According to multiple nonprofit organizations in the Quad Cities Area, the number of unhoused individuals has doubled in the past year. This contract accomplishes the public purpose by providing funding to support the construction of the Carol Village Garden. Across Iowa, there is a shortage of rental homes affordable and available to extremely low-income households (ELI), whose incomes are at or below the poverty guideline or 30% of their area median income (AMI). Many of these households are severely cost burdened, spending more than half of their income on housing. Severely cost-burdened households are more likely than other renters to sacrifice other necessities like healthy food and healthcare to pay the rent and to experience unstable housing situations like evictions. In the Quad Cities, there is a need for at least 6,600 units of housing at the 30% AMI level.

Scope of Services

This contract provides funding to support the construction of Carol's Village Garden allowing Vera French to continue their mission of providing tenants with affordable housing and allowing this organization to make referrals for services by communicating with care providers to ensure tenants are succeeding. The work completed at Carol's Village Garden will save cost in vital community resources such as jails, prisons, law enforcement, crisis care shelters and hospital systems.

Period of Performance

Services of the Contractor shall start immediately upon full execution of this Agreement and end no later than July 1, 2026. All of the required activities and services, except for audit, will be completed by or before this date.

Compensation

The City agrees to pay the Contractor a total reimbursable amount of \$100,000.

Requests for Payment

As compensation for the construction, the City agrees to pay the Contractor a total reimbursable amount of \$100,000 which can be paid through a lump sum payment if all documentation is

submitted. All invoices shall be submitted using the City's standard invoice, Attachment B, but at a minimum shall include current and cumulative costs, breakdown by major cost category. Along with the invoice, the Contractor shall include reports and documentation identifying a detailed accounting of the materials purchased and their cost, as well as the contracted and in house labor costs involved by line item. Reimbursements for materials/supplies will not be processed until said materials have been installed. Invoices and questions concerning invoice receipt or payments shall be directed to the Program contact, shown in Attachment A.

Final Statement of Costs

A final statement of cumulative costs incurred, marked "FINAL" must be submitted to the Program contact, as shown in Attachment A, not later than 30 days after the contract term has ended or the contract has been terminated, whichever comes first. The final statement of costs shall constitute the Contractor's final financial report.

Reports

The Contractor shall submit written reports to the City of Davenport at the intervals specified herein. The first report shall be due six (6) months following the commencement of operations at Carol's Village Garden, and the second report shall be due one (1) year after the commencement of such operations.

Each report shall include, at a minimum, the following information:

- The current occupancy level of the facility;
- A description of the services offered at Carol's Village Garden during the reporting period; and
- Any additional information relevant to the operations and activities of Carol's Village Garden as may be reasonably requested by the City.

All reports required under this Section shall be delivered to the City of Davenport at the addresses and contacts set forth in Attachment A of this Agreement.

Record Preservation

Contractor shall preserve and make available all records related to this Contract for examination and audit by the City or their authorized representatives if needed.

Amendments and Modifications to this Contract

Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Agreement, and any changes requiring prior approval, shall be directed to the PTE's Financial contact and the Contractor's Program contact shown in Attachment A. Changes made to this Subaward requires the written approval of each party's Program Official as shown in Attachment A.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or

regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Indemnification by Contractor

The Contractor agrees to indemnify, defend, and hold harmless the City of Davenport, its elected officials, officers, employees, agents, and representatives from and against any and all claims, liabilities, losses, damages, costs, or expenses (including but not limited to reasonable attorney's fees) arising out of or related to:

1. Any breach by the Contractor of its obligations under this Contract;
2. Any injury or damage to persons or property caused, in whole or in part, by the negligent acts, errors, omissions, or willful misconduct of the Contractor, its employees, agents, subcontractors, or any person or entity acting on its behalf in the performance of services funded under this Contract;
3. Any claims, demands, or actions brought against the City that arise from or are connected with the Contractor's performance or failure to perform under this Contract, except to the extent such claims or damages arise from the City's own gross negligence or willful misconduct;
4. Any misuse of the funds provided by the City under this Contract, including any failure to use the funds in accordance with applicable laws, regulations, or the terms of this Contract.

Limitation of City's Liability

The City's role in this Contract is limited to providing financial support for the services to be rendered by the Contractor. The City shall not be liable for any acts, errors, or omissions of the Contractor, its employees, agents, subcontractors, or any other person or entity providing services under this Contract. The City assumes no responsibility or liability for the performance of services funded under this Contract, except to the extent of its financial contribution.

Indemnification by the City

The City agrees to indemnify, defend and hold harmless the Contractor, its directors, officers, employees, agents, and representatives from and against any and all claims, liabilities, losses, damages, costs, or expenses out of or related to:

1. Any material breach by the City of its obligations under this Contract;
2. Any proven misuse of funds by the City that results in claims or liabilities for the Contractor, except to the extent such claims or damages arise from the Contractor's own negligence or willful misconduct.

Termination for Convenience

Either party may terminate this Contract for any reason by providing written notice to the other party at least thirty (30) days in advance. Upon termination, the City shall pay the Contractor for all services performed and expenses incurred up to the date of termination, provided such services and expenses are in accordance with the terms of this Contract.

Termination for Cause

The City may terminate this Contract immediately, with written notice to the Contractor, if:

1. The Contractor fails to comply with any material term or condition of this Contract;
2. The Contractor misuses the funds provided by the City or fails to use the funds in accordance with applicable laws, regulations, or the terms of this Contract;
3. The Contractor becomes insolvent, files for bankruptcy, or is subject to any other proceeding related to its liquidation or insolvency; or
4. The Contractor engages in any illegal activities or practices that could harm the reputation or interests of the City.
5. The federal funds that are allocated or intended to be used for the performance of this Contract become unavailable, reduced, or withdrawn for any reason.

Notice to Cure

If the City intends to terminate this Contract for cause based on a breach by the Contractor, the City shall provide written notice to the Contractor specifying the nature of the breach. The Contractor shall have thirty (30) days from receipt of such notice to cure the breach. If the Contractor fails to remedy the breach within the specified time, the City may then terminate the Contract effective immediately upon providing written notice to the Contractor.

Effect of Termination

Upon termination of this Contract for any reason:

1. The Contractor shall cease all activities related to this Contract and shall provide the City with a final report of the services performed and expenditures made using the funds provided.
2. Any unspent funds provided by the City must be returned to the City within ten (10) days of the termination date.
3. Termination of this Contract shall not affect the rights or obligations of either party that have accrued prior to the termination date.

Survival

The provisions of this Contract that by their nature should survive termination shall remain in effect, including but not limited to indemnification, liability, and confidentiality obligations.

Miscellaneous

- **Governing Law:** This Contract shall be governed by the laws of the State of Iowa.
- **Entire Contract:** This Contract constitutes the entire Contract between the parties and supersedes all prior Contracts and understandings.
- **Amendments:** Any modification of this Contract must be in writing and is valid only when executed by the fully authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Contract as of the day and year first above written.

THE CITY OF DAVENPORT, IOWA

By: _____

Name: Mike Matson

Title: Mayor, City of Davenport

Date: _____

VERA FRENCH COMMUNITY MENTAL HEALTH CENTER

By:  _____

Name: Richard K. Whitaker, Jr.

Title: Chief Executive Officer

Date: 05/28/2025

ATTACHMENT A
Approved Contacts

Entity Information	
City of Davenport City of Davenport, Iowa <i>PTE Name</i> 226 W 4th Street <i>Address</i> Davenport, IA 52801 <i>City, St. ZIP</i> https://www.davenportiowa.com/ <i>Website</i>	Contractor Vera French Community Mental Health <i>Subrecipient Name</i> 1441 W Central Park Ave <i>Address</i> Davenport, IA 52804 <i>City, St. ZIP</i> https://www.verafrenchmhc.org/ <i>Website</i>
Program Contact	
Name: Hanna Whitehurst Phone: (563) 888-2163 Email: hanna.whitehurst@davenportiowa.com	Name: Stacy Kiser Phone: 563-445-7977 ext. 3502 Email: kisers@verafrenchmhc.org
Authorized Official	
Name: Doug Maxeiner Phone: (563) 326-7792 Email: doug.maxeiner@davenportiowa.com	Name: Stacy Kiser Phone: 563-445-7977 ext. 3502 Email: kisers@verafrenchmhc.org

FOR CITY USE ONLY

REQ: _____

PO: _____

ATTACHMENT B
INVOICE | REQUEST FOR PAYMENT

CITY OF DAVENPORT
SUBRECIPIENT REQUEST FOR PAYMENT

REQUEST DATE: _____

VENDOR: _____

REQUEST

NO.: _____

REPORTING PERIOD:

NO.	REQUEST AMOUNT	ALREADY DRAWN	BALANCE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

CONTRACT AMOUNT: \$100,000

THIS REQUEST: _____

ALREADY DRAWN: _____

TOTAL EXPENDED: _____

REMAINING CONTRACT BALANCE:

CERTIFICATION

By signing this request for payment, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences. All records are available for review, and any cost deemed ineligible, unallowable, undocumented, or duplicated, will be returned to the City.

All records are available for review, and any cost deemed ineligible, unallowable, undocumented, or duplicated, will be returned to the City.

Signature

Date

City of Davenport

Department: Administration
Contact Info: Brian Krup | 563-326-6163

Action / Date
6/11/2025

Subject:

Motion approving noise variance requests on the listed dates and times for outdoor events.

Davenport North Little League; End of Season Celebration; Ridgeview Park | 1819 Ridgeview Drive; approximately 15-20 minutes between 8:30 p.m. - 8:45 p.m. Friday, June 20, 2025, or Friday, June 27, 2025 (rain date); Fireworks, over 50 dBA. [Ward 8]

Shelby Johnson; 4th of July Celebration; 6300 block of Appomattox Road; 1:00 p.m. - 10:00 p.m. Friday, July 4, 2025; Outdoor music, over 50 dBA. [Ward 8]

Gloria Haut; Retirement Bash; 4800 block of Armil Place; 6:00 p.m. - 10:00 p.m. Saturday, July 5, 2025; Outdoor music/band, over 50 dBA. [Ward 7]

Village of East Davenport Business Association; Wine Walk; Village of East Davenport; 2:00 p.m. - 6:00 p.m. Saturday, August 9, 2025 or Saturday, August 16, 2025 (rain date); Outdoor music/band, over 50 dBA. [Ward 5]

Recommendation:

Pass the Motion.

Background:

These requests for noise variances have been received pursuant to the Municipal Code of Davenport, Iowa, Chapter 8.19 Noise Abatement, Section 8.19.090 Special Variances.

Davenport North Little League | The City assisted Davenport North Little League by sending an email to nine (9) Good Neighbor Project Leaders around Ridgeview Park on May 19, 2025 to inform them of the fireworks and to ask them to share with as many people as they can via text, email, and Facebook groups; the NextDoor app; etc. The attached flyer was posted in the Oakbrook and Ridgeview neighborhood Facebook groups as well as the Davenport North Little League page per email on 5/29/2025. As of the publication of this agenda, no objections have been received by the Deputy City Clerk. If any are received, they will be forwarded to City Council.

Attachments:

1. Davenport North Little League Email to GNP Leaders
2. Davenport North Little League Flyer
3. Johnson 4th of July Celebration Petition
4. Haut Retirement Bash Petition

Krup, Brian

From: GNP
Sent: Monday, May 19, 2025 3:45 PM
Subject: Davenport North Little League End of Season Celebration

Good afternoon, GNP Leaders!

The City of Davenport is assisting the Davenport North Little League in being a good neighbor by helping communicate to the surrounding area about their end-of-season celebration they have planned in Ridgeview Park, which will conclude with a fireworks show. They have gone through the proper process to host this event, and in an effort to alert as many people as possible to ensure enough time for those who need to make proper accommodations, this is where we could use your help! Please share the following information with your friends and neighbors by any means possible (email groups, text threads, Facebook groups, NextDoor app; community bulletin boards; etc.):

Date: Friday, June 20, 2025 (rain date is Friday, June 27)
Time: 6:00 p.m. with fireworks at approximately 8:30 – 8:45 p.m. for 15-20 minutes



As always, we appreciate your collaboration with the City and being good neighbors. Don't hesitate to reach out with questions.

Thanks,

Allie McWilliams
Community Engagement Coordinator | Administration
City of Davenport

T 563-888-3202
226 W 4th St, Davenport, IA 52801

davenportiowa.com

**END OF
SEASON**
CELEBRATION



**FOOD / FIREWORKS
/ CONTESTS / AWARDS**

JUNE 20TH 2025 6:00PM (FIREWORKS STARTING AT SUNDOWN)

RAIN MAKEUP DAY: JUNE 27TH

**RIDGEVIEW
PARK**



CITY OF DAVENPORT

NOISE VARIANCE PETITION FOR SPECIAL EVENTS

On the 4th day of JULY, 2025, there is proposed an event which will include outdoor music or a band, requested by Shelby Johnson, during the hours of 9A - 11p (10p for city noise) 11p for cleanup

Please note: dates and times on this form must match those entered on the special events application.

***Please sign your name and print address below and indicate whether you are in favor of the noise variance, opposed to the noise variance, or are not concerned (mark one).**

NAME AND ADDRESS

IN FAVOR

OPPOSED

NOT CONCERNED

Shelby Johnson
6317 Appomattox Rd

☒

X Sam Adams

☒

6319 Appomattox Rd

X Duane Turner

☒

6324 Appomattox Rd

X VACANT

☒

6322 Appomattox Rd

X Sean Young

☒

6314 Appomattox Rd

X [Signature]

☒

6316 Appomattox Rd

AFS

☒

6400 Appomattox Rd

*If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

*If more space is needed, please use additional sheets.

Shelby Johnson
Signature of Applicant

5/11/2025
Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com



*Road Closed between
W 64th + W 63rd 10A-10P

CITY OF DAVENPORT

NOISE VARIANCE PETITION FOR SPECIAL EVENTS

On the 4th day of July, 2025, there is proposed an event which will include outdoor music or a band, requested by Shelby Johnson, during the hours of 9A-11P.

Please note: dates and times on this form must match those entered on the special events application.

***Please sign your name and print address below and indicate whether you are in favor of the noise variance, opposed to the noise variance, or are not concerned (mark one).**

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
x <u>Ken Marks</u> <u>6308 Appomattox Rd</u>	☒	☐	☐
x <u>Lara Young</u> <u>6310 Appomattox Rd</u>	☒	☐	☐
x <u>Josh Sutton</u> <u>6405 Appomattox Rd</u>	☒	☐	☐
x <u>Unable to Reach</u> <u>738 W 63rd St</u>	☐	☐	☐
x <u>J. Ruby</u> <u>6302 Appomattox Rd</u>	☒	☐	☐
x <u>Unable to Reach</u> <u>6304 Appomattox Rd</u>	☐	☐	☐

*If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

*If more space is needed, please use additional sheets.

Shelby Johnson
Signature of Applicant

5/11/2025
Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com

x Paul Anderson
735 W 63rd St

☒

CITY OF DAVENPORT

NOISE VARIANCE PETITION FOR SPECIAL EVENTS

On the 5TH day of JULY, 20 25, there is proposed an event which will include outdoor music or band, requested by MIKE HAUT, during the hours of 6^{PM} TO 10^{PM}.

**** Please sign your name and print address below and indicate whether you are in favor of the noise variance, opposed to the noise variance, or are not concerned (CHECK ONE, PLEASE).**

NAME AND ADDRESS	FAVOR	OPPOSED	NOT CONCERNED
Trent Swanson II 635 Northbrook Drive Davenport, Iowa 52806	✓		
Red M... 710 Colony Dr.	✓		
Jefferson 4846 Armil Place	✓		
John Schlu 4837 Armil Ct	✓		
Sheryl Schlabach 850 Colony Dr	✓		
Matthew Trickey 4843 N Prairie St	✓		
Nathan Bernier 719 Colony Drive Davenport, IA 52806	✓		
Henrieta Bernard 718 Colony Dr	✓		
Cameron Parr 4829 armil ct Davenport, IA 52806	✓		
Charles Rarch 4836 Armil Ct	✓		
Jeffrey R. Buesing 4820 Armil Ct	✓		
Charles H. Parr 4829 Armil Ct	✓		

* If additional space is needed, please attach sheets with additional signatures.

* If you are unable to make contact with a resident/business, please indicate the date(s)/time(s) you attempted.

Michael Haut
Signature of Applicant

5/20/25
Date

CITY OF DAVENPORT

NOISE VARIANCE PETITION FOR SPECIAL EVENTS

On the 5TH day of JULY, 2025, there is proposed an event which will include outdoor music or band, requested by MIKE HAUT, during the hours of 6 PM TO 10 PM.

**** Please sign your name and print address below and indicate whether you are in favor of the noise variance, opposed to the noise variance, or are not concerned (CHECK ONE, PLEASE).**

NAME AND ADDRESS	FAVOR	OPPOSED	NOT CONCERNED
<u>Douglass Rogers 4819 Armit Ct.</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
<u>Sara Keller 704 Colony Dr.</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
<u>Chen Lindell 638 Colony Dr.</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
<u>Mike Johnson 644 Colony Dr.</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

* If additional space is needed, please attach sheets with additional signatures.

* If you are unable to make contact with a resident/business, please indicate the date(s)/time(s) you attempted.

Michael Haut 5/20/25
Signature of Applicant Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: bkrup@ci.davenport.ia.us

City of Davenport

Department: Finance
Contact Info: Jamie Swanson | 563-326-7795

Action / Date
6/11/2025

Subject:
Motion approving beer and liquor license applications.

A. New license, new owner, temporary permit, temporary outdoor area, location transfer, etc.
(as noted):

Ward 1

The Gas Spot (Inconvenience, Inc) – 3129 Rockingham Road – New License – License Type:
Class E Liquor (Carry-Out)

Ward 3

StompBox Brewing (JPX2ME, LLC) – 210 East River Drive #101 – Extended Outdoor Area June
13-15 – License Type: Class C Liquor (On-Premises)

Ward 4

Sun Mart Liquor and Tobacco (NP, Inc) – 2920 West Locust Street – New License/Owners –
License Type: Class E Liquor (Carry-Out)

Ward 5

The Gas Spot (Inconvenience, Inc) – 2242 East 12th Street – New License – License Type:
Class B Beer/Wine (Carry-Out)

Village Inn #110042 (VI OPCO, LLC) - 1919 Harrison Street – New License - License Type:
Class C Liquor (On-Premises)

Ward 6

Village Inn #110775 (VI OPCO, LLC) - 5239 Elmore Avenue – New License - License Type: Class
C Liquor (On-Premises)

B. Annual license renewals (with outdoor area as noted):

Ward 1

Herbs Tap Inc (Herbs Tap, Inc) - 3701 Rockingham Road - License Type: Class C Liquor (On-
Premises)

Ward 2

Flying J Travel Center #636 (Pilot Travel Centers, LLC) - 8200 Northwest Boulevard - License Type: Class B Beer/Wine (Carry-Out)

Walgreens #03595 (Walgreen Co) - 1720 West Kimberly Road - License Type: Class E Liquor (Carry-Out)

Ward 3

Duck City Delicatessen & Bistro (Moskowitz Llewellyn Restaurant Systems, Inc) - 115 East 3rd Street - License Type: Class C Liquor (On-Premises)

Ward 4

Walgreens #05239 (Walgreen Co) - 1660 West Locust Street - License Type: Class E Liquor (Carry-Out)

Ward 6

Granite City Food & Brewery (Granite City, Inc) - 5270 Utica Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Rave Davenport 53 & Imax (Cinemark Usa, Inc) - 3601 East 53rd Street - License Type: Special Class C Beer/Wine (On-Premises)

Ward 7

Famous Dave's (Elmore Foods, LLC) - 1110 East Kimberly Road - License Type: Class C Liquor (On-Premises)

Kwik Star #294 (Kwik Trip, Inc) - 1650 West Kimberly Road - License Type: Class B Beer/Wine (Carry-Out)

Walgreens #04041 (Walgreen Co) - 1525 East Kimberly Road - License Type: Class E Liquor (Carry-Out)

Recommendation:
Pass the Motion.

Background:
These applications have been reviewed by the Police, Fire, and Zoning Departments.

Attachments:
None

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
6/11/2025

Subject:

Motion approving Change Order #2 in the amount of \$82,013.85 to Langman Construction, Inc of Rock Island, Illinois for the 3rd Street Pavement Rehabilitation project, CIP #35055. [Ward 3]

Recommendation:

Pass the Motion.

Background:

During the state bid process, City staff discovered that a line item was missing that covered the cleaning and preparation of the brick sub-base. This work is necessary before applying the initial base layer of asphalt. When notified, the Iowa Department of Transportation did not want to issue a bid addendum, due to timing, and preferred that the City handle the inclusion of this work through the normal change order process. The City is following their recommendation with this request. The pricing from the contractor for this work is within the Iowa DOT's typical range.

Summary of Contract

Original Contract	\$4,681,917.45
Change Order #2	<u>\$82,013.85</u>
Total Amended Contract	\$4,763,931.30

Attachments:

None

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
6/11/2025

Subject:

Motion awarding a contract for architectural and engineering services for the Rivercenter North and South Hall Lighting Upgrade project to IMEG Corp of Rock Island, Illinois in the amount of \$58,450, CIP #69014. [Ward 5]

Recommendation:

Approve the Motion.

Background:

This design contract is for architectural lighting and electrical engineering to support lighting system upgrades within the River Center North and South Halls, covering approximately 32,000 sq ft. This proposed contract includes the following scope of services:

- Architectural Lighting | Update and replace the existing lighting control system and all fixtures specifications to LED.
- Electrical Engineering | Updated one-line diagrams and calculations to support normal and emergency feeders to new dimmer panels, as well as exit lights within both halls. Review of branch lighting circuit and conduit sizing.

The proposed contract with IMEG Corp will provide the plans and specifications necessary for bidding purposes.

Attachments:

None

City of Davenport

Department: Administration
Contact Info: Hanna Whitehurst | 563-888-2163

Action / Date
6/11/2025

Subject:

Motion approving a one-year professional services contract with Center for Active Seniors, Inc (CASI) in the amount of \$75,000. [Ward 7]

Recommendation:

Pass the Motion.

Background:

At the April 9, 2025, City Council meeting, the allocation of the American Rescue Plan Act (ARPA) interest monies was approved (2025-150). Center for Active Seniors, Inc (CASI) was approved for a \$75,000 allocation to help support programming.

CASI provides services that promote independence and enrich the lives of older adults through socialization, health and wellness, and supportive services. The programming CASI offers to the greater Quad Cities area provides services that meet the needs of older adults, fosters respect, dignity, and quality of life. Investment in CASI will provide measurable benefits to the entire community by improving public health outcomes, reducing long-term healthcare costs, fostering social cohesion, and supporting family caregivers.

This contract provides funding to support programming and activities located at CASI (1035 West Kimberly Road, Davenport, Iowa), including but not limited to, the funding of program personnel, necessary equipment, and other physical activity programming/activities for members of the Center.

Attachments:

1. CASI-COD Professional Services Contract

**CENTER FOR ACTIVE SENIORS, INC
AND
THE CITY OF DAVENPORT, IOWA**

PROFESSIONAL SERVICES CONTRACT

This contract is made and entered into by and between Center for Active Seniors, Inc, CASI, (hereinafter known as "Contractor") and the City of Davenport, Iowa (hereinafter known as "The City") upon signatures of both parties.

Scope of Services

CASI provides services that promote independence and enrich the lives of older adults through socialization, health and wellness, and supportive services. The programming CASI offers to the greater Quad Cities area, provides services that meet the needs of older adults, fosters respect, dignity, and quality of life. Investment in CASI will provide measurable benefits to the entire community by improving public health outcomes, reducing long-term healthcare costs, fostering social cohesion, and supporting family caregivers; investment includes both direct and indirect returns to residents of all ages.

This contract provides funding to support programming and activities located at CASI (1035 West Kimberly Road, Davenport, Iowa) including but not limited to the funding of program personnel, necessary equipment, and other physical activity programming/activities for the members of the Center. Funding shall not be used for the physical enhancement of the facility.

Term of Contract

This Contract shall commence on July 1, 2025, and shall continue for a period of one (1) year terminating on June 30, 2026, unless terminated earlier in accordance with the provisions of this Contract.

Compensation

As compensation for the Services, the City agrees to pay the Contractor a total reimbursable amount of \$75,000 for a period of one year.

Requests for Payment

As compensation for the Services, the City agrees to pay the Contractor a total reimbursable amount of \$75,000, to be disbursed in quarterly payments over a one-year period. All invoices shall be submitted using the City's standard invoice, Attachment B, but at a minimum shall include current and cumulative costs, breakdown by major cost category. Invoices and questions concerning invoice receipt or payments shall be directed to the Program contact, shown in Attachment A.

Final Statement of Costs

A final statement of cumulative costs incurred, marked "FINAL" must be submitted to the Program contact, as shown in Attachment A, not later than 30 days after the contract term has ended or the contract has been terminated, whichever comes first. The final statement of costs shall constitute the Contractor's final financial report.

Reports

Contractor agrees to submit a quarterly report detailing the services, number of members impacted, and outcomes achieved. The report should be sent to the City of Davenport contacts herein listed in Attachment A.

Record Preservation

Contractor shall preserve and make available all records related to this Contract for examination and audit by the City or their authorized representatives if needed.

Amendments and Modifications to this Contract

Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Agreement, and any changes requiring prior approval, shall be directed to the PTE's Financial contact and the Contractor's Program contact shown in Attachment A. Changes made to this Subaward requires the written approval of each party's Program Official as shown in Attachment A.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Indemnification by Contractor

The Contractor agrees to indemnify, defend, and hold harmless the City of Davenport, its elected officials, officers, employees, agents, and representatives from and against any and all claims, liabilities, losses, damages, costs, or expenses (including but not limited to reasonable attorney's fees) arising out of or related to:

1. Any breach by the Contractor of its obligations under this Contract;
2. Any injury or damage to persons or property caused, in whole or in part, by the negligent acts, errors, omissions, or willful misconduct of the Contractor, its employees, agents, subcontractors, or any person or entity acting on its behalf in the performance of services funded under this Contract;
3. Any claims, demands, or actions brought against the City that arise from or are connected with the Contractor's performance or failure to perform under this Contract, except to the extent such claims or damages arise from the City's own gross negligence or willful misconduct;
4. Any misuse of the funds provided by the City under this Contract, including any failure to use the funds in accordance with applicable laws, regulations, or the terms of this Contract.

Limitation of City's Liability

The City's role in this Contract is limited to providing financial support for the services to be rendered by the Contractor. The City shall not be liable for any acts, errors, or omissions of the Contractor, its employees, agents, subcontractors, or any other person or entity providing services under this Contract. The City assumes no responsibility or liability for the performance of services funded under this Contract, except to the extent of its financial contribution.

Indemnification by the City

The City agrees to indemnify, defend, and hold harmless the Contractor, its directors, officers, employees, agents, and representatives from and against any and all claims, liabilities, losses, damages, costs, or expenses (including but not limited to reasonable attorney's fees) arising out of or related to:

1. Any breach by the City of its obligations under this Contract;
2. Any misuse of funds by the City that results in claims or liabilities for the Contractor, except to the extent such claims or damages arise from the Contractor's own negligence or willful misconduct.

Notice of Claims and Defense

In the event that either party seeks indemnification under this Contract, the indemnified party shall notify the indemnifying party, within fifteen (15) days of any claim or action to which indemnification applies. The indemnifying party shall assume the defense of such claim or action, including the employment of counsel and the payment of all expenses related to the claim. Counsel shall be selected in consultation with the City. The indemnified party shall cooperate fully with the indemnifying party in defense of the claim, provided that the indemnified party retains the right to participate in such defense at its own expense.

Termination for Convenience

Either party may terminate this Contract for any reason by providing written notice to the other party at least thirty (30) days in advance. Upon termination, the City shall pay the Contractor for all services performed and expenses incurred up to the date of termination, provided such services and expenses are in accordance with the terms of this Contract.

Termination for Cause

The City may terminate this Contract immediately, with written notice to the Contractor, if:

1. The Contractor fails to comply with any material term or condition of this Contract;
2. The Contractor misuses the funds provided by the City or fails to use the funds in accordance with applicable laws, regulations, or the terms of this Contract;
3. The Contractor becomes insolvent, files for bankruptcy, or is subject to any other proceeding related to its liquidation or insolvency; or
4. The Contractor engages in any illegal activities or practices that could harm the reputation or interests of the City.
5. The federal funds that are allocated or intended to be used for the performance of this Contract become unavailable, reduced, or withdrawn for any reason.

Notice to Cure

If the City intends to terminate this Contract for cause based on a breach by the Contractor, the City shall provide written notice to the Contractor specifying the nature of the breach. The Contractor shall have thirty (30) days from receipt of such notice to cure the breach. If the Contractor fails to remedy the breach within the specified time, the City may then terminate the Contract effective immediately upon providing written notice to the Contractor.

Effect of Termination

Upon termination of this Contract for any reason:

1. The Contractor shall cease all activities related to this Contract and shall provide the City with a final report of the services performed and expenditures made using the funds provided.
2. Any unspent funds provided by the City must be returned to the City within ten (10) days of the termination date.
3. Termination of this Contract shall not affect the rights or obligations of either party that have accrued prior to the termination date.

Survival

The provisions of this Contract that by their nature should survive termination shall remain in effect, including but not limited to indemnification, liability, and confidentiality obligations.

Miscellaneous

- **Governing Law:** This Contract shall be governed by the laws of the State of Iowa.
- **Entire Contract:** This Contract constitutes the entire Contract between the parties and supersedes all prior Contracts and understandings.
- **Amendments:** Any modification of this Contract must be in writing and is valid only when executed by the fully authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Contract as of the day and year first above written.

THE CITY OF DAVENPORT, IOWA

By: _____

Name: Mike Matson

Title: Mayor, City of Davenport

Date: _____

CENTER FOR ACTIVE SENIORS, INC

By: _____

Name: Laura Kopp

Title: Director

Date: _____

ATTACHMENT A
Approved Contacts

Entity Information	
City of Davenport City of Davenport, Iowa <i>PTE Name</i> 226 W 4th Street <i>Address</i> Davenport, IA 52801 <i>City, St. ZIP</i> https://www.davenportiowa.com/ <i>Website</i>	Contractor CASI-Center for Active Seniors <i>Subrecipient Name</i> 1035 West Kimberly Road <i>Address</i> Davenport, IA 52806 <i>City, St. ZIP</i> https://www.casiseniors.org/ <i>Website</i>
Program Contact	
Name: Hanna Whitehurst Phone: (563) 888-2163 Email: hanna.whitehurst@davenportiowa.com	Name: Laura Kopp Phone: (563)-386-7477 Ext 263 Email: kopp1998@hotmail.com
Authorized Official	
Name: Doug Maxeiner Phone: (563) 326-7792 Email: doug.maxeiner@davenportiowa.com	Name: Laura Kopp Phone: (563)-386-7477 Ext 263 Email: kopp1998@hotmail.com

FOR CITY USE ONLY

REQ: _____

PO: _____

**ATTACHMENT B
INVOICE | REQUEST FOR PAYMENT**

REQUEST DATE: _____

VENDOR: _____

REQUEST NO.: _____

REPORTING PERIOD: _____

NO.	REQUEST AMOUNT	ALREADY DRAWN	BALANCE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

CONTRACT AMOUNT: \$75,000

THIS REQUEST: _____

ALREADY DRAWN: _____

TOTAL EXPENDED: _____

REMAINING CONTRACT BALANCE:

CERTIFICATION

By signing this request for payment, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences. All records are available for review, and any cost deemed ineligible, unallowable, undocumented, or duplicated, will be returned to the City.

All records are available for review, and any cost deemed ineligible, unallowable, undocumented, or duplicated, will be returned to the City.

Signature

Date

City of Davenport

Department: Administration
Contact Info: Hanna Whitehurst | 563-888-2163

Action / Date
6/11/2025

Subject:

Motion approving a one-year professional services contract, with the option of three one-year renewals, with Nahant Marsh Education Center. [Ward 1]

Recommendation:

Pass the Motion.

Background:

The City of Davenport has a longstanding partnership with Nahant Marsh Education Center to deliver STEM and environmental education programs, water quality initiatives, and grounds management services, as outlined in our professional services contract.

Since the approval of the previous contract, the City has expanded its support by providing IT services to Nahant Marsh. This new contract incorporates the value of these IT services, which are provided by the City's IT Department.

The proposed agreement is for one year with the option to renew for up to three additional one-year terms. The contract sets an annual payment of \$20,000 to Nahant Marsh; however, to account for a one-time provision of IT hardware by the City in the first year, no payment will be made to Nahant Marsh during that initial term.

For each year of the contract, the value of IT services provided by the City—set at a fixed rate of \$15,000 annually—will be deducted from the \$20,000 annual payment. This ensures that the City's in-kind IT contributions are fully recognized within the contract's funding structure.

Attachments:

1. 5.27.2025 Nahant Marsh Agreement

**NAHANT MARSH EDUCATION CENTER
AND
CITY OF DAVENPORT, IOWA
PROFESSIONAL SERVICES CONTRACT**

This contract is made and entered into as of July 1, 2025 by and between Nahant Marsh Education Center (hereinafter known as "CONTRACTOR") and the City of Davenport, Iowa (hereinafter known as "CITY").

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereto agree as follows:

1. Scope of Services

The CONTRACTOR shall provide the following services (the "Services") to the CITY:

- Provide discounted and free STEM and environmental education programs, as well as water quality programs, to Davenport residents and students.
- Provide ecosystem and grounds management services on the city-owned portions of Nahant Marsh, including but not limited to:
 - Mowing
 - Snow removal on sidewalks
 - Invasive species management
 - Prescribed fire
 - Inter-seeding with native species
 - Flood clean-up
 - General trail maintenance such as mowing, removing debris and other hazards, fixing small holes, etc.

2. Term of Contract

This Contract shall commence on July 1, 2025 and shall continue for a period of one (1) year years, terminating on July 1, 2026 unless terminated earlier in accordance with the provisions of this Contract. Automatic renewals for an additional 3 years will occur at the rate agreed upon in this contract unless notice is provided by either party at least 180 days prior to the expiration.

3. IT Services

The CITY will provide the CONTRACTOR with IT services including user accounts, infrastructure, hardware, maintenance, and Help Desk services. The CONTRACTOR must abide by CITY policies concerning use of IT equipment, subscriptions, and complete the necessary quarterly trainings assigned by the CITY'S IT Department.

Assistance with IT services/technology should be made using the CITY'S HelpDesk software.

4. Compensation

As compensation for the Services, CITY agrees to pay CONTRACTOR an annual amount not to exceed the following, based on the number of Davenport residents

receiving free or discounted programming and the amount of CONTRACTOR staff time spent on natural resource management.

The payment for Year 1 shall include the one-time cost of hardware provided to the CONTRACTOR, and as such, no payment shall be made to the CONTRACTOR in Year 1.

- Year 1: \$20,000

IT services provided by the CITY will be deducted from the annual payment. Annual IT Services will be at a fixed rate of \$15,000 for the duration of this contract.

Compensation for any renewal years will remain at Year 1 levels unless negotiated prior to renewal.

Payment shall be made as follows:

- Invoices shall be submitted by the CONTRACTOR to the City of Davenport Parks Director and Public Works Director or designees quarterly.

5. Reports

CONTRACTOR will meet with City of Davenport Parks Director and/or Public Works Director, and designees annually to review an annual report which must include completed projects, a financial report detailing all income sources and expenditures and condition of facilities.

6. Record Preservation

CONTRACTOR shall preserve and make available all financial records related to this Contract for examination and audit by the CITY or their authorized representatives if needed. This is including but not limited to timesheet, receipts, and other related expenses.

7. Indemnification

- The CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY of Davenport, its officers, employees, agents, and the Riverfront Improvement Commission (collectively, the "CITY") from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including reasonable attorneys' fees), and liabilities of any nature whatsoever arising directly or indirectly from or in connection with:
 - Any negligent act, omission, or willful misconduct of the CONTRACTOR, its employees, agents, contractors, or invitees in the performance of this Agreement or in the use, occupancy, or operation of the Center facilities;
 - Any breach by the CONTRACTOR of any covenant, warranty, or obligation under this Agreement;
 - Any violation of applicable laws, regulations, or ordinances by the CONTRACTOR, its employees, agents, contractors, or invitees;

- Any injury to persons (including death) or damage to property occurring on or about the Center facilities, except to the extent caused by the CITY'S gross negligence or willful misconduct;
 - Any environmental contamination or violation of environmental laws caused by the CONTRACTOR'S activities or operations at the Center facilities.
- The CONTRACTOR'S indemnification obligations shall survive the termination or expiration of this Agreement. The CITY shall promptly notify the CONTRACTOR of any claim or action subject to this indemnification and shall cooperate fully in the defense of such claim or action. The CONTRACTOR shall have the right to control the defense and settlement of any such claim or action, provided that the CITY shall have the right to participate in such defense at its own expense. The CONTRACTOR shall not settle any claim or action without the CITY'S prior written consent, which shall not be unreasonably withheld. This indemnification clause shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this clause. The CITY'S right to indemnification under this clause is in addition to, and not exclusive of, any other rights or remedies that the CITY may have under this Agreement or applicable law.

8. **Limitation of City's Liability**

The CITY'S role in this Contract is limited to providing financial support for the services to be rendered by the CONTRACTOR. The CITY shall not be liable for any acts, errors, or omissions of the CONTRACTOR, its employees, agents, subcontractors, or any other person or entity providing services under this Contract. The CITY assumes no responsibility or liability for the performance of services funded under this Contract, except to the extent of its financial contribution.

9. **Notice of Claims and Defense**

In the event that either party seeks indemnification under this Contract, the indemnified party shall notify the indemnifying party, within fifteen (15) days of any claim or action to which indemnification applies. The indemnifying party shall assume the defense of such claim or action, including the employment of counsel and the payment of all expenses related to the claim. The indemnified party shall cooperate fully with the indemnifying party in defense of the claim, provided that the indemnified party retains the right to participate in such defense at its own expense.

10. **Cure Terms:**

- **Breach and Notice.** If either party fails to perform any material obligation under this Agreement (a "Breach"), the non-breaching party shall provide written notice to the breaching party specifying the nature of the Breach (the "Breach Notice").
- **Cure Period.** Upon receipt of the Breach Notice, the breaching party shall have a period of sixty (60) calendar days (the "Cure Period") to cure the Breach unless it

possesses a life safety concern. The Cure Period shall begin on the date the Breach Notice is received by the breaching party.

- **Failure to Cure.** If the breaching party does not cure the Breach within the Cure Period, the non-breaching party may, at its option, (a) terminate this Agreement immediately upon written notice to the breaching party, or (b) exercise any other remedies available under this Agreement or applicable law.
- **No Cure for Irreparable Breach.** Notwithstanding the above, no Cure Period shall apply in the event of a Breach that cannot be remedied within the Cure Period due to the nature of the Breach (e.g., irreparable damage or breach of confidentiality).
- **Extension of Cure Period.** If the breaching party is diligently attempting to cure the Breach and cannot reasonably do so within the Cure Period, the non-breaching party may, in its sole discretion, extend the Cure Period by an additional 30 days upon written notice to the breaching party.

11. Termination

It is understood and agreed that this Contract is subject to cancellation without cause upon 180 (one hundred and eighty) days written notice by either party. If Termination is based on the failure to perform a material obligation, the terminating party has allowed the Cure Period and any extension to expire before providing notice of termination. Termination based on a failure to perform a material obligation shall be immediate as provided in Section 10.

12. Miscellaneous

- **Governing Law:** This Contract shall be governed by the laws of the State of Iowa.
- **Entire Agreement:** This Contract constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.
- **Amendments:** Any modification of this agreement must be in writing and is valid only when executed by the fully authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Contract as of the day and year first above written.

CITY OF DAVENPORT, IOWA

By: _____

Name: Mike Matson

Title: Mayor, City of Davenport

Date: _____

NAHANT MARSH EDUCATION CENTER

By: _____

Name: Brian Ritter

Title: Executive Director

Date: _____
